



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **CNC, OLC, MNDCT, RP, RR, LRE, PSF, LAT**

### Introduction

A hearing was scheduled for 11:00 a.m. on this date to deal with a tenant's application for several remedies, including:

- Cancellation of a One Month Notice to End Tenancy for Cause;
- Orders for the landlord to comply with the Act, regulations or tenancy agreement;
- Orders for the landlord to make repairs;
- Orders for the landlord to provide services or facilities required by law;
- Orders suspending or setting conditions on the landlord's' right to enter the rental unit;
- Authorization for the tenant to change the locks;
- Authorization for the tenant to reduce rent payable; and,
- Monetary compensation for damages or loss under the Act, regulations or tenancy agreement.

Both parties appeared for the hearing.

At the outset of the hearing, I explored service of hearing materials upon each other.

The tenant testified that he copied the proceeding package provided to him by the Residential Tenancy Branch to a "thumb drive" and gave it to the landlord, in person, on November 12, 2020 along with paper copies of a letter address to "the Arbitrator", text messages, the tenancy agreement, and a 24 notice of entry. The tenant testified that the landlord subsequently contacted him and told him that she did not have the hearing information. In response, the tenant copied the proceeding package a second time to another "thumb drive" and gave it to the landlord.

The landlord responded that she has no idea what a “thumb drive” is, that she does not use them and that she is not computer savvy but that she did get two plastic and metal devices from the tenant.

The tenant stated that in the past he has given digital devices to the landlord without a problem and that the landlord’s son is proficient with computers. Nevertheless, the tenant acknowledged that he did not confirm with the landlord that she was able to view the content on the digital devices he gave her for today’s proceeding.

I asked the landlord how she obtained the information to call into today’s hearing to which she responded she received a Notice of Dispute Resolution Proceeding in the mail. I asked her who sent it to her and when. The landlord did not know when she received it and could not say who sent it to her other than it was “official looking”.

I turned to the tenant and asked him whether it was possible he had mailed the proceeding package to the landlord but the tenant stated he did not mail anything to the landlord and he gave the paper evidence and the thumb drive to the landlord in person in a “gift bag”.

I asked the landlord what issue(s) she had come prepared to respond to during this hearing to which she responded a One Month Notice to End Tenancy for Cause. As for the documents the landlord received from the tenant, I asked the landlord whether the tenant had included a copy of a One Month Notice to End tenancy for Cause to which she stated he had not. I noted that the One Month Notice was not included in the list of paper documents the tenant had described as being served on November 12, 2020 and I had not been provided a copy of a One Month Notice either. The tenant stated he thought he had provided to the Residential Tenancy Branch. The landlord stated she did not know she had to provide a copy. I asked the tenant if he had a copy of the One Month Notice before him so that I may consider allowing him to read it into evidence; however, the tenant stated he did not have it before him and he did not know where it was.

Rule 2.5 of the Rules of Procedure require an applicant to submit a copy of a Notice to End Tenancy for a Notice to End Tenancy is the subject of dispute. Further, the applicant must then serve the respondent with a copy of the “proceeding package” and all evidence provided to the Residential Tenancy Branch under Rule 3.1. The Rules of Procedure provide for service of “evidence” to a respondent by way of digital device but not the proceeding package. In any event, serving of a digital device requires the

person relying upon a digital device to provide a Digital Evidence worksheet and confirm with the other party that they could see/hear the content on the digital device.

In this case, the tenant seeks to dispute a Notice to End Tenancy but did not provide the Residential Tenancy Branch or the landlord with a copy of the notice he seeks to dispute. Nor, did the tenant serve the landlord with a paper copy of the proceeding package or at least confirm with her that she could see a digital copy of the proceeding package. Nor, did the tenant have a copy of the subject Notice to End Tenancy before him during the hearing so that he could read its content into evidence. As such, I find the tenant has not met his burden to sufficiently serve the landlord with notice of this proceeding or submit the notice he seeks to have cancelled, as required. Accordingly, I dismiss this Application for Dispute Resolution with leave to reapply; however, it is important to note that this does not extend any applicable time limit provided under the Act.

As for the landlord's remark that she did not know she had to provide a copy of the Notice to End Tenancy, I accept that it was the tenant's obligation to provide it, but in the absence of a copy of the Notice to End Tenancy I am unable to verify that it meets the form and content requirements of the Act and I do not provide the landlord with an Order of Possession, as provided under section 55(1) of the Act, with this decision. The landlord is at liberty to file her own Application for Dispute Resolution to obtain an Order of Possession.

### Conclusion

The tenant's Application for Dispute Resolution is dismissed with leave to reapply; however, this does not extend any applicable time limit provided under the Act.

I do not provide the landlord with an Order of Possession as I am unable to verify that a Notice to End Tenancy that meets the form and content requirements of the Act has been served upon the tenant. The landlord is at liberty to file her own Application for Dispute Resolution to seek an Order of Possession.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 26, 2021

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Residential Tenancy Branch