



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1963 INVESTMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, AAT, PSF, OLC, MNDCT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- an order to allow access to or from the rental unit or site for the tenant or the tenant's guests pursuant to section 70.

The tenant attended the hearing via conference call and provided affirmed testimony. The landlord's agent, A.V. attended the hearing via conference call and provided affirmed testimony.

At the outset, the tenant's application was clarified, discussions took place with both parties where it was determined that the tenant had incorrectly named the landlord, K.F. instead of 1963 Investments Ltd. as stated on the tenant's signed tenancy agreement. Both parties agreed to amend the tenant's application to remove K.F. the landlord's previous agent.

Extensive discussions also took place in which the tenant confirmed that he wished to cancel the requests for AAT, PSF and OLC. The tenant stated that he wished to cancel these issues as they are no longer required.

The tenant stated that he had submitted on two separate occasions a total of 4-5 evidence document files. The tenant stated that the first package containing two pictures was served to the landlord but is unable to say when or how it was served. The landlord disputed that these two picture files were served. The tenant also stated that the subsequent 2-3 document evidence files which consisted of a copy of a spreadsheet detailing the monetary claim, a copy of the tenancy agreement and 4 pictures of damage were all served to the landlord in person. The landlord disputed that no evidence was received from the tenant. The tenant stated that he had a witness present during service. The tenant's witness, C.L.B. stated in her testimony that she was present when the tenant served the landlord with "hearing papers". When asked if she could provide any details on the contents of the "hearing papers" the witness stated that she did not know what they were. The witness stated that she did not want to intrude on their privacy or get involved. An extensive review of the Residential Tenancy Branch File shows only the submission of two pictures, the first a screen shot of a text message and a picture of only the 1st page of a 1 Month Notice to End Tenancy for Cause dated December 10, 2020. The landlord confirmed that no documentary evidence was submitted by the landlord.

I find that the landlord was properly served with the notice of hearing package via Canada Post Registered Mail on January 2, 2021. I find that the tenant's initial evidence package of two pictures is excluded from consideration in this hearing as the landlord has disputed that it was not served. The tenant was unable to provide any details of service or any proof of service. On the tenant's second evidence submission of 2-3 documentary evidence files that were not filed with the Residential Tenancy Branch, I find is excluded from consideration for this hearing. The landlord has disputed that this was not served and despite witness testimony from the tenant that the witness was present during service, the witness was not able to provide any details of the documents served or when it was served. I find that this testimony by the witness to be unreliable as the witness was unable to provide any particulars of the documents. On this basis, I find on a balance of probabilities that the tenant has failed to serve the landlord with the subsequent evidence. As this subsequent evidence is the basis of the tenant's monetary claim, this portion of the tenant's application is dismissed with leave to reapply as the landlord has not been given any monetary claim details.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 1 month notice?

Background, Evidence, Analysis and Conclusion

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

Extensive discussions took place on both parties failing to provide a copy of the 1 month notice to end tenancy for cause. However, both parties confirmed that the 1 month notice was dated December 10, 2020 and that 3 reasons for cause were selected. The landlord stated during the hearing that he is cancelling the 1 month notice and no longer wished to proceed with ending the tenancy. As such, I find the tenant's request to cancel the 1 month notice successful and the tenancy shall continue.

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: March 22, 2021

Residential Tenancy Branch