



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CRICHTON HOLDINGS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The tenant applied for:

- cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47; and
- an authorization to recover the filing fee for this application, under section 72.

Both parties attended the hearing. The landlord was represented by property manager HC (the landlord). Witnesses for the tenant SG and GD also attended. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset of the hearing the attending parties affirmed they understand it is prohibited to record this hearing.

Per section 95(3) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

Preliminary Issue – Service

The tenant affirmed he served the notice of hearing and the evidence by registered mail sent on March 31, 2021. The landlord stated she received the evidence package on April 06, 2021 without the notice of hearing. The landlord received a copy of the notice of hearing from the Residential Tenancy Branch on May 05, 2021. The landlord stated she is aware of the tenant's application and that she is ready to proceed.

Based on the landlord's testimony, I find the tenant served the evidence in accordance with sections 88 and 89 of the Act and that the landlord was sufficiently served the notice of hearing on May 05, 2021, per section 71(2)(c) of the Act.

The tenant confirmed receipt of the landlord's evidence on June 08, 2021. I find the landlord served her evidence in accordance with sections 88 and 89 of the Act.

Preliminary Issue – named landlord

HC affirmed the landlord is Crichton Holdings Ltd. and HC represents the landlord.

Section 64(3)(c) of the Act allows me to amend the application, which I have done to remove the landlord's name (HC) and include the proper landlord - Crichton Holdings Ltd - as the respondent of this application.

Preliminary Issue – Moot Application

At the outset of the hearing both parties agreed the landlord did not serve a one month notice to end tenancy for cause and served the March 29, 2021 letter:

I am writing to ensure you are aware that when a tenant ends their tenancy by providing a written Notice to End Tenancy it applies to all tenants on the agreement, in accordance with BC's Residential Tenancy laws.

We received [tenant's SG] Notice to End Tenancy from you on March 18, 2021. Considering the effective date of the written Notice to End Tenancy, we expect you to vacate on or before April 30, 2021 at 1:00 pm.

Please schedule your move out inspection with [redacted].

I accepted both parties' uncontested testimony that the landlord did not serve a one month notice to end tenancy for cause. I find the letter dated March 29, 2021 is not a landlord's notice to end tenancy, as it does not order the tenant to vacate the rental unit.

The tenant's application states: "I want to dispute a One Month Notice to End Tenancy for cause".

The tenant's application is moot, as the landlord did not serve a one month notice to end tenancy for cause.

Section 62(4)(b) of the Act states an application should be dismissed if the application or part of an application for dispute resolution does not disclose a dispute that may be determined under the Act. I exercise my authority under section 62(4)(b) of the Act to dismiss this application for dispute resolution.

As the tenant was not successful, the tenant must bear the cost of the filing fee.

Conclusion

I dismiss the tenant's application without leave to reapply.

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: June 22, 2021

Residential Tenancy Branch