



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

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;
- authorization to recover her filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony.

Both parties were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

Both parties confirmed the tenant served the landlord with the notice of hearing package to the landlord in person. The tenant stated that a 16 document (20 page) evidence files was personally served to the landlord in person on September 18, 2021, however, an extensive review of the Data Management System (DMS) which holds the Residential Tenancy Branch File does not show any documentary evidence submissions except that of the 1 page submitted with the original application for dispute. The landlord confirmed receipt of this package. Both parties also confirmed the landlord served the tenant with her submitted documentary evidence. Extensive discussions took place with both parties regarding the 1 month notice. The tenant confirmed that she did not submit a copy of the 1 month notice dated May 31, 2021. The landlord confirmed that she did not submit a copy of the 1 month notice dated May 31, 2021. Section 47 says a landlord may end a tenancy by giving notice to end the tenancy for a number of reasons. In the case before me neither party has supplied a copy of the One

Month Notice to End Tenancy for Cause. I spent a large portion of the hearing explaining the crucial and vital nature of this document to both parties. The Notice is not a trivial piece of information. It is the foundation that a landlord relies on to assist in their application to end a tenancy when there is cause. Neither party could agree as to when the Notice was issued nor the basis for its issuance. The tenant is entitled to have full answer and defence of any allegation made against them as is required under the Natural Laws of Justice. Further discussions took place in which both parties were asked if they had a completed copy of the 1 month notice dated May 31, 2021. The landlord confirmed that she did. The tenant unfortunately stated that she only had a copy of the first page. Discussions with both parties in an attempt to confirm the contents of the notice was made, however, the tenant argued that the details of cause were different from what the landlord provided in her direct testimony. I find that as there is a fundamental disagreement on the details of cause listed on the 1 month notice dated May 31, 2021 by the landlord that the tenant's application for dispute cannot go forward. The tenant's application is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period. The merits of the landlord's reasons for cause were not addressed.

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: October 04, 2021

Residential Tenancy Branch