



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the Tenant applied on February 9, 2022 for an order to cancel a One Month Notice to End Tenancy, dated February 1, 2022 (the One Month Notice).

Those in attendance were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Tenant testified he served the Notice of Dispute Resolution Proceeding and his evidence on the Landlord in person on or around February 17, 2022, and the Landlord confirmed he received the documents. I find the Tenant served the Landlord in accordance with section 89 of the Act.

The Landlord did not serve responsive evidence on the Tenant.

### Issues to be Decided

- 1) Is the Tenant entitled to an order to cancel the One Month Notice?
- 2) If not, is the Landlord entitled to an order of possession?

### Background and Evidence

The parties agreed on the following particulars of the tenancy. It began on July 3, 2021; rent is \$1,300.00, due on the first of the month; and the Tenant paid a security deposit of \$650.00, which the Landlord still holds.

A copy of the One Month Notice is submitted as evidence. The Landlord testified he served the Notice on the Tenant on February 1, 2022 by hand, by giving it to the Tenant's son. The Tenant confirmed he received the Notice, and testified that he has only one son, and that his son is sixteen years old.

### Analysis

Section 88(e) of the Act provides that a notice to end tenancy may be served on a person by leaving a copy at the person's residence with an adult who apparently resides with the person.

[Policy Guideline 12: Service Provisions](#), states that an adult is a person who has reached the age of nineteen, as provided by the *Age of Majority Act*.

The Landlord testified he served the One Month Notice on the Tenant by giving a copy by hand to the Tenant's son. The Tenant testified he has one son, who is sixteen years old.

As a sixteen-year-old is not an adult, I find the Landlord did not serve the One Month Notice on the Landlord in accordance with section 88 of the Act, and therefore find the Notice without force or effect.

The One Month Notice is cancelled; the tenancy will continue until it is ended in accordance with the Act.

### Conclusion

The Tenant's application is granted. The One Month Notice is cancelled.

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: May 24, 2022

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Residential Tenancy Branch