



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RANDALL NORTH REAL ESTATE SERVICES  
INC. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction and Preliminary Matters

On March 21, 2022, the Tenant made an Application for Dispute Resolution seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”).

The Tenant attended the hearing. G.C. and C.E. attended the hearing as well, as agents for the Landlord. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

This hearing was scheduled to commence via teleconference at 9:30 AM on July 11, 2022. On March 24, 2022, the Notice of Hearing package was sent to the Tenant with instructions to serve the Landlord by March 27, 2022. This requirement to serve the Landlord with this package within three days is established by Rule 3.1 of the Rules of Procedure.

The Tenant advised that he served the Notice of Hearing package to the Landlord by registered mail on June 14, 2022. He testified that he was unable to serve this package by March 27, 2022 because he could not print the package due to a “month long” strike at the local library. However, he was not sure when this strike began or ended, and he

did not provide any documentary evidence to support his claim that the library was inaccessible. In addition, when it was pointed out to him that when he did manage to serve the package on June 14, 2022, this was approximately 10 weeks from when he initially received the Notice of Hearing from the Residential Tenancy Branch. So, if the library strike was approximately a month, he should have been able to print off these documents and serve them much earlier than June 14, 2022. The Tenant then provided contradictory testimony by attempting to suggest that the strike could have been for longer. Again, he was unsure, and he provided vague, unconvincing testimony regarding the details of this alleged closure.

He also stated that he does not own a printer, and that he attempted to print these documents at a friend's place, but his friend's printer was missing parts. In addition, he advised that at some point, he was bedridden with an ailment and could not move; however, he did not provide any medical documentation to corroborate what this condition was, nor did he submit any documentary evidence proving that he was afflicted by it, or when this actually occurred.

In addition, he stated that he made two Applications for Substituted Service because he could not print these documents. However, both of his requests were rejected.

When reviewing the Tenant's first request for Substituted Service, I find it important to note that the Decision dated April 13, 2022 indicated that, "The tenant states that they did not have enough time to serve the landlord in person or by registered mail within the three-day timeline." This is in direct contradiction with the Tenant's claim that he was unable to print the Notice of Hearing package. The Tenant acknowledged that he simply did not serve the Notice of Hearing package on time. I find that this inconsistency in the Tenant's testimony causes me to doubt the reliability or truthfulness of his submissions. Clearly, the reason the Tenant applied for Substituted Service was not due to an inability to print the Notice of Hearing package, but due to running out of time.

Furthermore, even if I were to accept that there was a strike at the local library, the Tenant's conveniently shifting and vague submissions about the length of the strike cause me to doubt further the legitimacy of his testimony being a likely reason for being unable to serve the Landlord within three days of March 24, 2022.

Moreover, the Tenant did not submit any documentary evidence to support his submissions of a physical ailment that rendered him incapable of going somewhere,

such as a Service BC centre, to have the Notice of Hearing package printed for him if he was unable to.

I also find it important to note that the first Substituted Decision dated April 13, 2022 was emailed to the Tenant on April 14, 2022, and that the Tenant then made his next Substituted Service Application on May 19, 2022. In that Decision, it indicated that “The tenant states that they cannot print the documents to serve to the landlord due to a strike at the library.” I note this because it is only then, a full month after being sent the first Substituted Service Decision, that there is any indication of an alleged library strike. It appears as if there was a substantial amount of time in between these Applications where the Tenant could have printed off the Notice of Hearing package, but there is no explanation for this from the Tenant as this period of time has gone unaccounted for. This causes me to further doubt the reliability of the Tenant’s submissions.

It is G.C.’s position that the Notice of Hearing package was not served in accordance with the Rules of Procedure, and that it was served too late to adequately respond.

When reviewing the totality of the evidence before me, it is clear that the Tenant did not serve the Notice of Hearing package even remotely close to when he was required to. While he provided some reasons for not being able to do so, he did not submit any documentary evidence to support his submissions. Moreover, when the Tenant was questioned about his reasons for late service, I note that he continually provided vague, evasive, and contradictory answers, which I found to be consistent with submissions he made on other issues. In my view, I find the Tenant to be substantially lacking in credibility as very little of what he testified to appeared to be reasonable, logical, or likely. Based on the doubts created by the Tenant’s dubious submissions, I find it more likely than not that the Tenant intentionally attempted to serve the Notice of Hearing package as late as possible in an attempt to prejudice the Landlord. As such, the Tenant’s Application is dismissed in its entirety.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

I note that Section 55 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a Landlord, I must consider if the Landlord is entitled to an Order of Possession if the Application is

dismissed and the Landlord has issued a notice to end tenancy that complies with the *Act*.

### Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession?

### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on October 1, 2019, that the rent was established at an amount of \$913.00 per month, and that it was due on the first day of each month. A security deposit of \$450.00 was also paid. A copy of the signed tenancy agreement was not submitted as documentary evidence.

G.C. advised that the Notice was served to the Tenant by hand on March 15, 2022. The reasons the Notice was served were because the "Tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property, seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or put the landlord's property at significant risk." The effective end date of the tenancy was noted on the Notice as April 30, 2022.

### Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 52 of the *Act* requires that any notice to end tenancy issued by the Landlord must be signed and dated by the Landlord, give the address of the rental unit, state the

effective date of the Notice, state the grounds for ending the tenancy, and be in the approved form.

Section 55 of the *Act* states that “If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.”

When reviewing the Notice, I am satisfied that this form clearly contained all of the information required to constitute a valid Notice. As the Tenant’s Application has been dismissed in its entirety, I grant the Landlord an Order of Possession that takes effect on **July 31, 2022 at 1:00 PM** after service of this Order on the Tenant.

### Conclusion

The Tenant’s Application for Dispute Resolution is dismissed without leave to reapply.

Based on the above, I grant an Order of Possession to the Landlord effective on **July 31, 2022 at 1:00 PM after service of this Order** on the Tenant. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: July 12, 2022

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Residential Tenancy Branch