



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC-MT

Introduction

The Tenant filed an Application for Dispute Resolution (the “Application”) on May 19, 2023 to dispute a One Month Notice to End Tenancy for Cause (the “One-Month Notice”), needing more time to dispute.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on September 8, 2023. In the conference call hearing, I explained the process and offered the attending party – the Tenant -- the opportunity to ask questions.

Preliminary Matter – Tenant service of evidence to Landlord

The Tenant attended the hearing, and I provided them the opportunity to present oral testimony and make submissions during the hearing. The Landlord did not attend the telephone conference call hearing.

To proceed with this hearing, I must be satisfied that the Tenant made reasonable attempts to serve the Landlord with the Notice of Dispute Resolution Proceeding for this hearing. This means the Tenant must provide proof that they served the document using a method allowed under s. 89 of the *Act*, and I must accept that evidence.

The Tenant set out that they served the document to the Landlord via registered mail on May 24, 2023. They provided a record of the registered mail tracking number used for this purpose to the Landlord’s place of business which is in the rental unit property.

On August 18, 2023, the Tenant sent their document evidence to the Landlord also via registered mail. They also provided that registered mail tracking number as proof that they did so.

Based on these submissions and evidence of the Tenant, I accept that they served the Notice of Dispute Resolution Proceeding and their evidence in a manner matching to s. 89(1)(c) of the *Act*. The Landlord had the chance to attend the hearing, and had the information to do so; however, they did not attend. I proceeded with the hearing in the Landlord's absence.

The Tenant served their evidence in a manner authorized by the *Act*, and within the required timeline for doing so. I give the Tenant's evidence full consideration where necessary to do so.

Issue(s) to be Decided

Is the Tenant entitled to more time in which to file their Application pursuant to s. 66 of the *Act*?

Is the Tenant entitled to a cancellation of the 10-Day Notice?

Is the Landlord entitled to an Order of Possession pursuant to s. 55 of the *Act*?

Background and Evidence

The Tenant initially applied for this hearing for the One-Month Notice that they stated the Landlord showed to them on April 27, 2022. They saw a copy of the document in the Landlord's hand, and managed to take a single snapshot image of that document, capturing most of the detail on the first page of the document.

The Tenant maintained that the Landlord did not serve the document to them in a proper fashion. They did not have all the pages in the document that detail how a person may dispute an end-of-tenancy notice that their landlord served to them.

The Tenant described other interactions with the Landlord since April 27, 2022; however, none of these centered on the Landlord's apparent need to end this tenancy. The Tenant in the hearing could not speculate on what the Landlord's reasons were for

ending the tenancy as indicated on the One-Month Notice. The Tenant provided their opinion on possible other reasons the Landlord may have for ending this tenancy.

Analysis

The *Act* s. 47 states, in part:

47 (1)A landlord may end a tenancy if one or more of the following applies. . . . [reasons a through l listed]

Following this, s. 52 states:

52 In order to be effective, a notice to end a tenancy must be in writing and must

(a)be signed and dated by the landlord or tenant giving the notice,

(b)give the address of the rental unit,

(c)state the effective date of the notice,

(d). . . state the grounds for ending the tenancy,

. . .and

(e)when given by a landlord, be in the approved form.

In this matter, there is no copy of a full One-Month Notice. The image of the first page presented by the Tenant shows no date beside the Landlord's signature; therefore, I find it did not comply with s. 52(a). The Landlord had the chance to explain this in the hearing; however, they did not attend.

Further, I find the Tenant did not have a copy of the document to refer to. That One-Month Notice form sets out all the information the Tenant would need to apply to the Residential Tenancy Branch to dispute the end-of-tenancy notice. The Tenant did not have that information in place; therefore, I grant the Tenant more time in which to complete this Application.

In this matter, the onus is on the Landlord to provide that they have a valid reason for ending this tenancy. The Landlord did not attend the hearing, despite the Tenant serving the Notice of Dispute Resolution Proceeding to them. I find there is insufficient

evidence to show the One-Month Notice is valid and compliant with the provisions of s. 52.

For this reason, I order the One-Month Notice, of unknown date, is cancelled. This tenancy will continue and there is no order of possession to the Landlord.

Conclusion

I grant the Tenant's Application in full, and the One-Month Notice is cancelled of no effect.

I make this decision on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: September 8, 2023

Residential Tenancy Branch