



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Codes: CNR, MNDC, OLC, ERP, RP, PSF, LRE, AAT, RR, FF

### Introduction:

This was an application by the tenant to cancel a Notice to End the Tenancy for non-payment of rent dated June 30, 2013, a request for a monetary Order, a repair order, an order to comply, to reduce rent, limit the landlord's access, allow the tenant access, an order for the landlord to provide services and other remedies. A hearing was conducted in the presence of only the tenant.

Issues: Is the tenant entitled to any relief?

### Background and Evidence:

In the course of this proceeding and upon review of the tenant's application, I have determined that I will not deal with all the dispute issues the tenant has placed on her application. For disputes to be combined on an application they must be related. Not all the claims on this application are sufficiently related to the main issue to be dealt with together. Therefore, I will only deal with the tenant's request to set aside, or cancel the landlord's Notice to End Tenancy for non-payment of rent dated June 30, 2013 and I dismiss the balance of the tenant's claims with liberty to re-apply pursuant to rule 2.3 of the Rules of Procedure.

The tenant testified that she received a Notice to End the Residential Tenancy for non-payment of rent on June 30, 2013 under her door. She testified that she handed her application for dispute resolution on the landlords on July 5, 2013. I find that the Application for Arbitration/Notice of Hearing was personally served on the landlord on July 5, 2013. The tenant testified that she paid all of the rent for June 2013. The tenant applied to cancel the Notice.

### Analysis:

The Notice in question does not indicate that any rent is owing. In fact the box where a landlord normally indicates how much rent is owing is blank. Next to the word "because" the landlord wrote "*repeated disturbance of neighbors (sic), smoking inside, Illegal activities, creating violence.*" Section 52 of the Act 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) except for a notice under section 45 (1) or (2) *[tenant's notice]*, **state the grounds for ending the tenancy**, and
- (e) when given by a landlord, be in the **approved form**

Here it appears that the landlord is seeking to end the tenancy for cause but has used the approved form for non-payment of rent incorrectly. I accept the tenant's uncontradicted evidence that she has paid the rent for June. I further find that the Notice is invalid as it is not correctly filled out. I have therefore cancelled the Notice to End the tenancy dated June 30, 2013 with an effective date of July 10, 2013.

Conclusion:

I have cancelled the Notice to End the tenancy dated June 30, 2013 with an effective date of July 10, 2013. I Order that the tenancy continue. I have dismissed with liberty to re-apply all of the tenant's other applications. Although the tenant asked for recovery of the filing fee I note that it was waived. Accordingly I have dismissed that application.

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 30, 2013

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Residential Tenancy Branch