



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, CNR, MNDC, MT, DRI

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause; to set aside a Notice to End Tenancy for Unpaid Rent; for more time to apply to set aside a Notice to End Tenancy; to dispute an additional rent increase; and for a monetary Order for money owed or compensation for damage or loss.

The Tenant stated that the Application for Dispute Resolution, the Notice of Hearing, and documents the Tenant wishes to rely upon as evidence were sent to the Landlord, via registered mail, on September 11, 2013. The Tenant cited a Canada Post tracking number that corroborates this testimony. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*, however the Landlord did not appear at the hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause and/or the Notice to End Tenancy for Unpaid Rent be set aside; should the Tenant be granted more time to apply for to set aside a Notice to End Tenancy; **is there been an additional rent increase**; and is the Tenant entitled to a monetary Order?

Background and Evidence

The Tenant stated that the Landlord personally served him with a One Month Notice to End Tenancy for Cause, a copy of which was submitted in evidence. He stated that he does not recall when the Notice was served to him, although it is dated August 23, 2013.

The reasons cited on the Notice to End Tenancy for ending the tenancy were that the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord and that the Tenant has engaged in illegal activity that has, or is likely to, adversely affect the quiet

enjoyment, security, safety or well-being of another occupant. The Tenant denies these allegations.

The Tenant stated that the Landlord personally served him with a Ten Day Notice to End Tenancy for Unpaid Rent, a copy of which was submitted in evidence. He stated that he does not recall when the Notice was served to him, although it is dated September 03, 2013. The Ten Day Notice to End Tenancy that was submitted in evidence is not signed.

The Tenant stated that he did not intend to apply for a monetary Order for \$75.00 and that the Landlord does not owe him \$75.00.

The Tenant stated that he did not apply to dispute an additional rent increase and that the rent has not been increased. He stated that his rent was decreased by \$75.00 at a previous dispute resolution proceeding, although he provided no documentary evidence to corroborate this statement.

Analysis

As the Tenant has denied that he or his guest has significantly interfered with or unreasonably disturbed another occupant or the landlord and/or that he has engaged in illegal activity that has, or is likely to, adversely affect the quiet enjoyment, security, safety or well-being of another occupant, and the Landlord has not submitted any evidence to show there are grounds to end the tenancy pursuant to section 47 of the *Residential Tenancy Act (Act)*, I grant the Tenant's application to set aside the Notice to End Tenancy for Cause.

Section 46(1) of the *Act* stipulates that a landlord may end a tenancy if rent is unpaid on any day after the rent is due by giving a notice to end tenancy. Section 46(2) of the *Act* stipulates that a notice to end tenancy under this section must comply with section 52 of the *Act*. Section 52(a) of the *Act* stipulates that to be effective a notice to end tenancy must be signed and dated by the landlord or the tenant giving the notice. As the Ten Day Notice to End Tenancy for Unpaid Rent that was submitted in evidence was not signed, I find that the Notice was not effective. I therefore grant the Tenant's application to set aside the Ten Day Notice to End Tenancy for Unpaid Rent.

As the Tenant does not recall when he was served with the Ten Day Notice to End Tenancy for Unpaid Rent or the One Month Notice to End Tenancy for Cause and the Landlord submitted no evidence to show when either Notice was served, I find that I have insufficient evidence to determine whether the Tenant applied to cancel the Notices within the legislated time periods. I therefore find that it is not necessary for me to consider whether the Tenant should be granted more time to apply to set aside either Notice.

On the basis of the Tenant's testimony, I find that the Tenant did not intend to apply for a monetary Order nor does he believe that he is entitled to compensation in the amount of

\$75.00. I therefore find that it is not necessary for me to consider whether the Tenant should be granted a monetary Order.

On the basis of the Tenant's testimony, I find that rent has not been increased since the start of the tenancy and I therefore find that it is not necessary for me to consider the application to dispute an additional rent increase.

I specifically note that the Tenant has submitted no evidence to corroborate his testimony that his rent was reduced by \$75.00 at a previous dispute resolution proceeding and I cannot, therefore, determine whether his rent has been reduced.

Conclusion

As I the Landlord has submitted insufficient evidence to establish that there are grounds to end this tenancy, this tenancy will continue until it is ended in accordance with the *Act*.

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 15, 2013

Residential Tenancy Branch

