



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNL, CNR, DRI, MNSD, OLC, ERP, RP, OPT, AAT, OPR, OPE, OPB, MNR

Introduction

This was an application by a tenant for an Order cancelling several notices to end the tenancy: for Nonpayment of Rent, Cause and Landlord Use. The tenant is also seeking a monetary Order for overpayment of utilities, a reduction in rent, an Order for the landlord to make repairs, limit the landlord's access, comply with the agreement or Act and disputing a rent increase. The landlord brought an application for a monetary Order for unpaid rent and utilities. She also asked for an Order for Possession pursuant to three Notices to End the Tenancy as follows: For unpaid rent dated December 26, 2013, for Cause dated October 24, 2013 and for Landlord Use dated October 24, 2013. Only the tenant attended these applications.

Issue(s) to be Decided

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 their 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, pursuant to Rule 2.3 I will deal with the tenant's request to set aside, or cancel the aforementioned landlord's Notices to End Tenancy for unpaid rent, cause and landlord use and I have dismissed the balance of the tenant's claims with liberty to re-apply.

DISPUTE RESOLUTION PROCEEDINGS RULES OF PROCEDURE

2.3 Dismissing unrelated disputes in a single application

If, in the course of the dispute resolution proceeding, the arbitrator determines that it is appropriate to do so, the arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply.

Background and Evidence

The tenant testified that he delivered his application for dispute resolution to the landlord by hand on December 31, 2013. Accordingly I find that the tenant had served the landlord in accordance with the Act. The tenant did not deliver any evidence or copies of the Notices he was challenging however he testified that he had received several additional notices after the date he brought this application. I explained to him that I could only deal with the issue of the validity of any notices that predated the date of his application or December 31, 2013. The landlord had included copies of the aforementioned Notices in her application.

The tenant testified that this month to month tenancy began on February 21, 2013 with rent amounting to \$ 450.00 per month including utilities. The tenant testified that the landlord unilaterally attempted to raise the utilities by \$ 50.00 commencing in November 2013. The tenant testified that he paid all of the rent and utilities to date and does not know why the landlord keeps issuing Notices. He testified that he did not receive the second page of all of the other Notices and does not know what they are about other than the landlord is attempting to raise the rent because his girlfriend sleeps over a few nights a week. The tenant testified that he paid all of the rent for December and in fact overpaid the utilities by \$ 50.00 each month for the months of October and November 2013. He requests that he be permitted to continue to reside in the unit.

Analysis

When a landlord issues a Notice to End the Tenancy all of the pages must be completed and served on the tenant or it is invalid. Section 52 of the Act states:

Form and content of notice to end tenancy

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.

I find that the Notices failed to include the second page and are therefore invalid. Secondly the landlord has the onus to prove the grounds on each notice. In this hearing the landlord did not attend or provide any evidence of the grounds in support of any of

her notices. In absence of any evidence to the contrary I accept the tenant's testimony that he paid all of the rent and utilities owing for December 2013 and January 2014 and therefore I have cancelled the Notice to End the Tenancy for unpaid rent dated December 26, 2013. For all of the reasons abovementioned I find all the Notices are invalid and I have cancelled them.

Conclusion

I have cancelled all of the Notices to End the Tenancy: for unpaid rent dated December 26, 2013, for Cause dated October 24, 2013 and for Landlord Use dated October 24, 2013. I Order that the tenancy continue. I have dismissed all of the landlord's applications without leave to reapply. I have dismissed all of the tenant's other applications with leave to reapply.

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: February 17, 2014

Residential Tenancy Branch

