



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NORDON VILLA
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the landlord: OPC FF
For the tenants: CNC OLC FF

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The landlord applied for an order of possession for cause, and to recover the filing fee.

The tenants applied to cancel a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”), for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, and for the recovery of their filing fee.

Tenant “PV” and an agent for the landlord (the “agent”) attended the teleconference hearing which began on February 24, 2014. On that date, the hearing was adjourned to allow the tenants to re-serve the landlord with their Application. The agent was verbally ordered that any rebuttal evidence must be served on the tenant and the Residential Tenancy Branch within seven days of receipt of the tenants’ application. The agent submitted three packages, two of which were excluded as they were served beyond the seven days provided for and described above.

The hearing was reconvened on April 17, 2014, and both tenants attended, as did the agent for the landlord. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process.

The parties confirmed that they received evidence packages from each other and that they had the opportunity to review the evidence prior to the hearing. I find the parties were served in accordance with the *Act*, with the exception of the two excluded landlord evidence packages described above.

Preliminary and Procedural Matters

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenants indicated several matters of dispute on their Application for Dispute Resolution, the most urgent of which is their application to set aside the 1 Month Notice. I find that not all the claims in the tenants' Application for Dispute Resolution are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenants' request to set aside the 1 Month Notice to End Tenancy for Cause, (the "1 Month Notice") and for the recovery of their filing fee, and the landlord's application at this proceeding. The tenants' request for the landlord to comply with the *Act* is dismissed, with leave to re-apply.

Further to the above and by consent of the parties, the landlord's application was amended to include the landlord company name.

Issue to be Decided

- Should the 1 Month Notice to End Tenancy for Cause be cancelled or upheld?

Background and Evidence

The parties agreed that a month to month tenancy began on July 1, 2012. Monthly rent in the amount of \$950.00 is due on the first day of each month. A security deposit of \$475.00 was paid by the tenants at the start of the tenancy.

The landlord referred to the 1 Month Notice served on the tenants dated January 9, 2014. The 1 Month Notice submitted in evidence is actually a 2005 generic "Notice to End Tenancy" document which is outdated and is a four page document, versus the current 1 Month Notice to End Tenancy For Cause document available at www.rto.gov.bc.ca, which is a two-page document specific to a 1 Month Notice to End Tenancy for Cause.

Analysis

Based on the documentary evidence submitted, I cancel the 1 Month Notice dated January 9, 2014, as the document used by the landlord is from 2005 and is outdated and of no force or effect. I do not find it necessary to consider the cause(s) listed on the 1 Month Notice as a result.

The landlord is reminded that the current and enforceable Notices to End Tenancy that contain the sections of the *Act* that apply, provide the tenants with instructions on how to dispute a Notice, and current contact information for the Residential Tenancy Branch, can be found online at www.rto.gov.bc.ca or at any Residential Tenancy Branch location. Therefore, I dismiss the landlord's application as the 1 Month Notice has been cancelled.

As the tenants' application had merit, I grant the tenants the recovery of their filing fee in the amount of \$50.00. I grant the tenants a monetary order pursuant to section 67 of the *Act* in the amount of **\$50.00** which must be served on the landlords and may be enforced at the Provincial Court of British Columbia (Small Claims).

I ORDER the tenancy to continue until ended in accordance with the *Act*.

As the landlord's application did not have merit, I do not grant the landlord the recovery of their filing fee.

Conclusion

The 1 Month Notice to End Tenancy for Cause dated January 9, 2014, has been cancelled as it is outdated and of no force or effect. I order the tenancy to continue until ended in accordance with the *Act*.

The tenants have been granted a monetary order pursuant to section 67 of the *Act* in the amount of \$50.00 for the recovery of their filing fee, which must be served on the landlords and may be enforced at the Provincial Court of British Columbia (Small Claims).

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: April 17, 2014

Residential Tenancy Branch

