



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy – Section 47;
2. An Order for the Landlord’s compliance – Section 62; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenants were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy effective?

Are the Tenants entitled to a cancellation of the notice to end tenancy?

Are the Tenants entitled to recovery of the filing fee?

Background and Evidence

The following facts are not disputed: The tenancy started on March 15, 2015. Rent of \$1,300.00 is payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$650.00 as a security deposit. On April 20, 2015 the Landlord served the Tenants with a one month notice to end tenancy for cause (the “Notice”). The Notice is not dated.

The Tenants request a cancellation of the Notice.

The Tenants state that the Landlord has not provided them with a copy of the tenancy agreement that was signed by both Parties a few days before March 30, 2015. The Landlord agrees to provide the Tenants with a copy of this agreement before midnight tonight.

Analysis

Section 52 of the Act provides that in order to be effective a notice to end tenancy must be dated. Based on the undisputed evidence that the Notice is not dated, I find that the Notice is not effective. The Tenants are therefore entitled to a cancellation of the Notice.

Section 13 of the Act provides that within 21 days after a landlord and tenant enter into a tenancy agreement, the landlord must give the tenant a copy of the agreement. As the Landlord has agreed to provide a copy of the tenancy agreement today I find that an order for the provision of that copy is not required. If the Landlord fails to provide a copy as agreed, the Tenants have leave to reapply.

As the Tenants' application had merit, I find that the Tenants are entitled to recovery of the \$50.00 filing fee. The Tenants may reduce future rent by this amount in full satisfaction of the claim.

Conclusion

The Notice is of no effect and is cancelled.

I grant the Tenant an order under Section 67 of the Act for **\$50.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: June 02, 2015

Residential Tenancy Branch

