



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MT; CNC; RP; OLC

Introduction

This Hearing dealt with the Tenant's Application filed April 30, 2015, to be allowed more time to file an application to cancel a notice to end tenancy; to cancel a *One Month Notice to End Tenancy for Cause* (the Notice); an Order that the Landlord make regular repairs to the rental unit; and an Order that the Landlord comply with the Act, regulation or tenancy agreement.

The parties gave affirmed testimony at the Hearing.

The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

There were no issues with respect to service of the Notice of Hearing documents, or exchange of evidence.

Preliminary Matters

I advised the parties that the Notice does not comply with the provisions of Section 52 of the Act because it is not dated. Therefore, I find that the Notice is not a valid notice to end the tenancy.

The parties agreed that the Landlord had also issued a notice to end tenancy for unpaid rent for the month of June, 2015, which the Tenant has not disputed. I explained that I could not deal with that notice during this Hearing because it was not before me.

The parties attempted to come to an agreement with respect to a date to end the tenancy, but were unsuccessful.

The Tenant's Application for Dispute Resolution indicates that he is seeking an Order that the Landlord comply with the Act, regulation or tenancy agreement; however, he did not provide sufficient details in his Application. When a party seeks such an Order, the Application for Dispute Resolution requires the Applicant to provide details in the "Details of Dispute Resolution" section. No details were provided; for example what Section of the Act or regulation, or what term in the tenancy agreement. Therefore this portion of the Tenant's application is dismissed.

The Tenant exited the teleconference before it had concluded, and without providing oral testimony with respect to what repairs he sought the Landlord to provide. The Tenant's documentary evidence did not specify what repairs, if any, were required. Therefore this portion of his claim is also dismissed.

Conclusion

The Notice to End Tenancy issued December 10, 2013, is not a valid notice. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

The Tenant's Application is dismissed.

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 12, 2015

Residential Tenancy Branch

