



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FF, O

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for cause; for an order that the landlords comply with the *Act*, regulation or tenancy agreement; and to recover the filing fee from the landlords for the cost of the application.

The tenant and 2 of the 3 named landlords attended the hearing, one of whom gave affirmed testimony.

Issue(s) to be Decided

- Have the landlords established that the notice to end the tenancy was given in accordance with the *Residential Tenancy Act*?
- Should the landlords be ordered to comply with the *Act*, regulation or tenancy agreement?
- Should the tenant recover filing and service fees from the landlords?

Background and Evidence

The landlord testified that this month-to-month tenancy began in about June, 2016 and the tenant still resides in the rental unit. Rent in the amount of \$405.00 per month is payable on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$200.00 which is still held in trust by the landlords, and no pet damage deposit was collected.

The rental unit is a room in a home rented by 2 of the named landlords from the other named landlord. No written tenancy agreement was prepared, and the rental room is a sublet arrangement. The owner does not reside in the rental home.

The landlords served to the tenant a notice to end the tenancy by posting it to the door of the rental unit sometime in July, 2016. No one has provided a copy of the notice, and the landlord testified that the named landlord who did not attend this hearing has possession of it, but is currently in hospital and not able to join the hearing. The tenant received a note prior to serving the 1 Month Notice to End Tenancy for Cause, on an invoice form which is dated June 30, 2016 and signed by one of the named landlords. A copy has been provided by the tenant, and it states, "You are hereby given notice to vacate premises as of July 31/2016."

The tenant did not give affirmed testimony, but when asked, the tenant advised that she seeks an order cancelling the notice to end the tenancy and recover the filing fee and service fees from the landlords. The tenant has also provided a "List of Greivances."

Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the Rules of Procedure require the tenant to provide as evidence a copy of the notice given. In this case the tenant has not done so. In the absence of a copy, I cannot be satisfied of what the tenant seeks to cancel. Therefore, I dismiss the tenant's application to cancel the notice.

The *Residential Tenancy Act* states that where I dismiss a tenant's application to cancel a notice to end a tenancy given by a landlord, I must grant an Order of Possession in favour of the landlord, so long as the notice given is in the approved form. No one has provided me with a copy, and therefore, I cannot be satisfied that it is in the approved form. Therefore, I decline to issue an Order of Possession.

The tenant's application also seeks an order that the landlords comply with the *Act*, regulation or tenancy agreement. I have read the "List of Greivances" provided by the tenant, none of which specify an order sought. The tenant was asked on more than one occasion during the course of the hearing what relief the tenant seeks, and the tenant specified an order cancelling the notice to end the tenancy and recovery of the filing fee and the service fee. I find that the tenant ought not to be prevented from making such application because the tenant gave no affirmed testimony. Therefore, I dismiss that portion of the application with leave to reapply.

The *Residential Tenancy Act* permits me to order recovery of a filing fee upon success of an application for dispute resolution, but not for recovery of service fees or the costs

associated with preparing for a hearing. The tenant has not been successful with the application, and therefore, no costs will be awarded.

Conclusion

For the reasons set out above, the tenant's application for an order cancelling a notice to end the tenancy is hereby dismissed.

The tenant's application for an order that the landlords comply with the *Act*, regulation or tenancy agreement is hereby dismissed with leave to reapply.

The tenant's application for an order for recovery of the filing fee and service fee is hereby 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: October 04, 2016

Residential Tenancy Branch