



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNL, OLC, RR

Introduction

On January 5, 2017, the Tenant submitted an Application for Dispute Resolution asking for more time to make an Application to cancel a 2 Month Notice to End Tenancy for Landlord Use of Property; for the Landlord to comply with the Act, Regulation, or tenancy agreement; and to deduct the cost of repairs, services or facilities from the rent.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenant indicated several matters of dispute on her Application and I find that the main issue to deal with during this proceeding is whether the tenancy has ended due to a Notice to End Tenancy. 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. Therefore, I will deal with the Tenant's request to cancel a Notice to End Tenancy and I dismiss the balance of the Tenant's claim with liberty to re-apply.

Issues to be Decided

- Should the Tenant be granted more time to make the Application to cancel a notice?
- Should the Notice to end tenancy be cancelled?

- Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord and Tenant both testified that the tenancy began on October 1, 2016, as a month to month tenancy. Rent in the amount of \$650.00 is payable on the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$325.00.

The Tenant applied for more time to dispute a notice to end tenancy but did not provide a copy of a notice to end tenancy. The Tenant testified that the notice to end tenancy the Landlord gave her is not a proper notice to end tenancy. The Tenant testified that the Landlord's written notice states she has 1 month to move out for the reason that the Landlord needs to renovate the rental unit. I note that the reason for ending the tenancy is not an approved reason to end a tenancy based on a 1 Month Notice to end tenancy under the Act.

The Tenant testified the notice to end tenancy was not in the proper form.

The Landlord did not provide any documentary evidence in response to the Tenant's Application. The Landlord did not provide a copy of any notice to end tenancy that was issued to the Tenant. The Landlord's testimony regarding the form of the notice to end tenancy was unclear. The Landlord was asked to repeat himself and speak slowly and clearly on numerous occasions. The Landlord provided insufficient evidence that a proper notice to end tenancy was issued to the Tenant.

The Landlord testified in the hearing that he agrees that the tenancy can continue if the Tenant pays her rent.

The Tenant agreed to pay her rent according to the tenancy agreement.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Landlord agreed in the hearing that the tenancy can continue.

I order that the tenancy will continue until ended in accordance with the Act.

Any notice to end tenancy issued by the Landlord to the Tenant dated November 15, 2016, is set aside.

Conclusion

The Tenant's Application to cancel a notice to end tenancy is granted.

The tenancy will continue until ended in accordance with the Act.

The Tenant has leave to reapply for her other claims.

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: January 30, 2017

Residential Tenancy Branch