



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, OLC, PSF

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 49;
2. A Monetary Order for compensation - Section 67;
3. An Order for the Landlord’s compliance - Section 63; and
4. An Order for the provision of services and facilities - Section 65.

The Landlord did not attend the hearing. The Tenant states that the Landlord was served with the application for dispute resolution and notice of hearing (the “Materials”) in person on March 17, 2017 but that the Landlord refused to take the Materials so the Tenant placed the Materials in the Landlord’s mailbox. The Tenant states that a 3rd party witnessed this service. Based on the Tenant’s undisputed evidence I find that the Tenant sufficiently served the Landlord in accordance with Section 71 of the Act.

Preliminary Matters

The Tenant states that the claims for compensation, services and facilities, and compliance by the Landlord are in relation to losses suffered during the tenancy. The Tenant agrees that the primary matter at this hearing is that of cancelling the notice to end tenancy.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application for dispute resolution must be related to each other. As the primary matter is the dispute of the notice to end tenancy and as the other claims are not related to the end of the tenancy I dismiss these claims with leave to reapply.

Issue(s) to be Decided

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Background and Evidence

On May 9, 2017 the Landlord gave the Tenant a two month notice to end tenancy for landlord's use (the "Notice"). The Notice does not set out the effective date for the Tenant to move out of the unit. The Parties have been having some difficulties and on March 27, 2017 the Landlord's sons came down to the Tenant's unit and aggressively told the Tenant that he has to leave. The Tenant is concerned that the Landlord will act to remove the Tenant without right.

Analysis

Section 52 of the Act provides that in order to be effective, a notice to end a tenancy must be in writing and must, inter alia, state the effective date of the notice. Given that the Notice does not set out an effective date, I find that the Notice is not effective for ending the tenancy. I therefore find that the Tenant is entitled to a cancellation of the Notice and the tenancy continues. As the tenancy has not ended the Landlord may not remove the Tenant from the unit and I strongly caution the Landlord against any future acts to remove the Tenant from the unit without an order of possession

Conclusion

The Notice is not effective and is cancelled.

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: April 19, 2017

Residential Tenancy Branch