



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC FF 0

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, received at the Residential Tenancy Branch on April 18, 2017 (the "Application"). The Tenant applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- an order cancelling a notice to end tenancy for cause;
- an order granting recovery of the filing fee; and
- other unspecified relief.

The Tenant attended the hearing on her own behalf and was assisted by D.R. The Landlord attended the hearing on his own behalf and was assisted by A.M. All parties giving testimony provided a solemn affirmation.

The Tenant confirmed that the Application package was served on the Landlord, in person, on April 18, 2017. The Landlord confirmed receipt. I find the Tenant's Application package was received by the Landlord on that date.

In addition, the Tenant submitted digital evidence, which was served on the Landlord, in person on May 18, 2017, the day before the hearing. This evidence was served contrary to Rule of Procedure 3.14; however, it was not necessary in coming to the decision described below.

The Landlord submitted documentary and digital evidence in response to the Tenant's Application. According to the Landlord, it was served on the Tenant, in person, on May 12, 2017. This responsive evidence was served contrary to Rule of Procedure 3.15. However, only one document had been considered in my decision, and I find there is no prejudice to the Tenant in having done so.

No further issues were raised with respect to service and receipt of the above documents. The parties were provided an opportunity to present their evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all evidence and testimony before me that met the requirements of the Rules of Procedure; however, I refer to only the relevant facts and issues in this Decision.

Issues

1. Is the Tenant entitled to an order cancelling a notice to end tenancy?
2. Is the Tenant entitled to an order granting recovery of the filing fee?

Background and Evidence

During the hearing, the Landlord confirmed the only notice issued to the Tenant was a type-written notice, dated April 12, 2017. A copy of the notice, included with the Landlord's documentary evidence, purported to end the tenancy based on the Tenant smoking "weed" in the rental unit, and failing to sort trash and recyclables.

Analysis

Section 52 of the *Act* stipulates that a notice to end tenancy, when given by a landlord, must be in the approved form. In this case, the Landlord served the Tenant with a type-written notice, dated April 12, 2017. The Landlord did not issue a notice to end tenancy in the approved form. Accordingly, the notice issued by the Landlord is of no force or effect. I order that the tenancy continue until otherwise ended in accordance with the *Act*.

Further, having been successful, I find the Tenant is entitled to recover the filing fee paid to make the Application. In satisfaction, I order that \$100.00 may be deducted from a future rent payment.

Conclusion

The notice issued by the Landlord is of no force or effect. I order that the tenancy continue until otherwise ended in accordance with the *Act*.

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: May 19, 2017

Residential Tenancy Branch