



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AF Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MT, O, OLC, PSF, RP, RR

Introduction

This is an application brought by the tenant requesting an order canceling a Notice to End Tenancy that was given for nonpayment of rent/utilities, requesting an order for the landlord to comply with the act, requesting an order for the landlord provide services or facilities required, requesting a repair order, and requesting a reduction in rent.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

Both parties were affirmed.

Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the applicant has put on this application.

Section 2.4 of the rules of procedure states:

Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

In this case it is my finding that not all the claims on this application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the request to cancel a Notice to End Tenancy that was given for nonpayment of rent/utilities, and I dismiss the remaining claims with liberty to re-apply.

Background and Evidence

The parties agree that this tenancy began on May 1, 2013 and that the present monthly rent is \$1000.00, due on the first of each month.

The landlord testified that a 10 day Notice to End Tenancy was posted on the tenant's door on April 11, 2017.

The tenant testified that he is disputing this Notice to End Tenancy for the following reasons:

1. The Notice to End Tenancy that was served on him has not been signed.
2. The landlord has accepted \$800.00 towards the rent, after the notice was given, and it was not accepted for use and occupancy only.
3. He has never been shown any utility bills to prove that there utilities outstanding.

The landlord testified that she had inadvertently failed to sign the Notice to End Tenancy; however she notes that, right on the notice, it says that an error in this notice does not make it invalid.

Analysis

It is my decision that the landlords failure to sign the Notice to End Tenancy does make the notice invalid because, although not all errors on a notice make it invalid, section 52 of the Residential Tenancy Act lists certain things that **must** be on a Notice to End Tenancy for it to be effective and one of those is the requirement that the notice must be signed and dated.

Specifically section 52(a) of the Residential Tenancy Act states:

52 In order to be effective, a notice to end a tenancy must be in writing and **must (My emphasis)**

(a) be signed and dated by the landlord or tenant giving the notice,

It is my finding therefore that this is an invalid Notice to End Tenancy and pursuant to section 62 of the Residential Tenancy Act the Notice to End Tenancy is therefore canceled.

Conclusion

The Notice to End Tenancy for nonpayment of rent has been canceled and this tenancy will continue.

As stated above, all the remaining claims on the application are dismissed with leave to reapply.

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 01, 2017

Residential Tenancy Branch