



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BROWN BROTHERS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute codes      CNC RP RR PSF FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- authorization to recover the filing fee for this application pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing.

The landlord acknowledged receipt of the tenant's Application for Dispute Resolution including evidence on file.

### Preliminary Issue – Scope of Application

*Residential Tenancy Branch Rules of Procedure*, Rule 2.3 states that, if, in the course of the dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

Aside from the application to cancel the Notice to End Tenancy, I am exercising my discretion to dismiss the remainder of the issues identified in the tenants' application

with leave to reapply as these matters are not related. Leave to reapply is not an extension of any applicable time limit.

### Issues

Is the landlord entitled to an order of possession for cause?

Is the tenant entitled to recover the filing fee?

### Background and Evidence

The landlord did not submit a copy of the 1 Month Notice or any other evidence in response to the tenant's application. The tenant did not provide a copy of the 1 Month Notice with his application or evidence submission.

### Analysis

Section 47 of the Act contains provisions by which a landlord may end a tenancy for cause by giving notice to end tenancy. Section 47(3) requires that a notice must comply with section 52 [form and content of notice to end tenancy].

Section 52 of the Act states as follows:

Form and content of notice to end tenancy

- 52 In order to be effective, a notice to end a tenancy must be in writing and must
- (a) be signed and dated by the landlord or tenant giving the notice,
  - (b) give the address of the rental unit,
  - (c) state the effective date of the notice,
  - (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
  - (e) when given by a landlord, be in the approved form.

As the landlord did not submit a copy of the 1 Month Notice as evidence, I am unable to confirm if the 1 Month Notice complies with the form and content requirements of Section 52 of the Act.

The tenant's application to cancel the 1 Month Notice is allowed and the 1 Month Notice served to the tenant on May 19, 2017 is hereby cancelled.

As the tenant was successful in this application, I find that the tenant is entitled to recover the \$100.00 filing fee paid for this application. This amount may be withheld from a future rent payment.

Conclusion

The tenant's application to cancel the 1 Month Notice is allowed and the 1 Month Notice served to the tenant on May 19, 2017 is hereby cancelled. This tenancy continues until it is 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: June 26, 2017

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Residential Tenancy Branch