



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes CNC, OLC, DRI

### Introduction

This hearing dealt with the tenants' 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 compelling them to comply with the Act, tenancy agreement, or regulations pursuant to section 62; and
- the tenant wishes to dispute a rent increase pursuant to section 43 of the Act.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The tenant submitted a single page typed submission of her position. The landlord did not submit any documentation for this hearing.

### Issues(s) to be Decided

Is the tenant entitled to have the notice cancelled? If not, is the landlord entitled to an Order of Possession for cause based on the 1 Month Notice?  
Should an order be issued against the landlord to comply with the Act, regulations or tenancy agreement?  
Does the tenant have grounds to dispute a rent increase?

### Background and Evidence

The tenant gave the following testimony. The tenant testified that the landlord keeps changing how much rent payable is each month. The tenant testified that she wants the landlord to follow the rules and regulations. The tenant testified that she's not sure what notice is the landlord is referring to. The tenant testified that she will move out when she finds another place but wishes to stay for now.

The landlord gave the following testimony. The landlord testified that the tenant illegally allowed her brother to move in without his permission. The landlord testified that he and the tenant came to an agreement over coffee that if her brother was to remain in the house, the rent would go up two hundred dollars, if not then he has to move out.

### Analysis

This was a very contentious hearing. The acrimonious relationship between the parties was evident. Neither party submitted a copy of the tenancy agreement, condition inspection report, rent ledgers, letters, notices, emails, communication or the One Month Notice to End Tenancy for Cause. The parties were at odds on all details of the tenancy. The parties did not agree what the monthly rent was, the amount of deposit, or the start of the tenancy.

Section 47 says a landlord may end a tenancy by giving notice to end the tenancy for a number of reasons. In the case before me neither party has supplied a copy of the One Month Notice to End Tenancy for Cause. I spent a large portion of the hearing explaining the crucial and vital nature of this document to both parties. The Notice is not a trivial piece of information. It is the foundation that a landlord relies on to assist in their application to end a tenancy when there is cause. Neither party could agree as to when the Notice was issued nor the basis for its issuance.

As there is no Notice before me and the substance of that notice is in dispute, I set aside any notice issued by the landlord to the tenant up until the date the tenant filed for dispute resolution; November 10, 2017. Any Notices issued after that date will need to be dealt with in a separate hearing.

The tenant originally stated that she wanted to dispute a rent increase, but later advised that she hasn't actually been given an increase, as there is no increase in dispute; I dismiss this portion of her application.

The tenant wanted an order to compel the landlord to provide a rent increase in accordance with the regulations. As noted above, as there has not been an increase imposed, I dismiss this portion of the tenant's application.

### Conclusion

The notice is cancelled, the tenancy continues.

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 25, 2018

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Residential Tenancy Branch