



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNL, OLC, ERP, LRE, LAT

Introduction

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

- cancellation of the Two Month Notice to End Tenancy for Landlord's Use (the "Two Month Notice"), pursuant to section 49;
- more time to cancel a notice, pursuant to section 66;
- an Order for emergency repairs, pursuant to section 62;
- an Order that the landlord's right to enter be suspended or restricted, pursuant to section 70;
- authorization to change the locks, pursuant to section 31; and
- an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The tenant testified that he served the landlord the notice of dispute resolution package in person in June 2018. The landlord confirmed receipt of the dispute resolution package, likely between June 19th and 20th, 2018. I find that the landlord was served with this package in accordance with section 89 of the *Act*.

Section 2.3 of the *Residential Tenancy Branch Rules of Procedure* (the "*Rules*") states that 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.

I find that the following claims are not related to the tenant's application to the cancel the Two Month Notice and are therefore dismissed with leave to reapply:

- an Order for emergency repairs, pursuant to section 62 of the *Act*;
- an Order that the landlord's right to enter be suspended or restricted, pursuant to section 70 of the *Act*;
- authorization to change the locks, pursuant to section 31 of the *Act*; and
- an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62 of the *Act*.

I note that Section 55 of the *Residential Tenancy Act (Act)* requires that when a tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a landlord I must consider if the landlord is entitled to an order of possession if the Application is dismissed and the landlord has issued a notice to end tenancy that is compliant with the *Act*.

Issue(s) to be Decided

1. Is the tenant entitled to cancellation of the Two Month Notice, pursuant to section 49 of the *Act*?
2. If the tenant's application is dismissed, is the landlord entitled to an Order of Possession, pursuant to section 55 of the *Act*?
3. Is the tenant entitled to more time to cancel a notice, pursuant to section 66 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlord's claims and my findings are set out below.

The landlord testified that this tenancy began approximately two years ago. The tenant testified that this tenancy began approximately five years ago. A copy of the tenancy agreement was not submitted for this application.

Both parties agree on the following facts. Monthly rent in the amount of \$500.00 is payable on the first day of each month.

The landlord testified that the tenant did not pay a security deposit. The tenant testified that he paid a security deposit in the amount of \$250.00.

The landlord testified that he personally served the tenant with the Two Month Notice on May 5, 2018. The Two Month Notice has an effective date of June 30, 2018. The Two Month Notice did not state a reason for ending the tenancy. The tenant confirmed that he received the Two Month Notice in person from the landlord on May 5, 2018.

The tenant testified that he made an application to cancel the Two Month Notice on June 5, 2018. The tenant testified that he didn't make an application to cancel the Two Month Notice sooner because he didn't know what he was doing, was dealing with some financial issues, and didn't have a disability bus pass. The tenant also testified that he was admitted into hospital on May 18, 2018 and was discharged on May 19, 2018. In support of this testimony, the tenant submitted into evidence a discharge information sheet dated May 17, 2018. This discharge information sheet stated a service date of May 16, 2018 and noted that the tenant had an appointment on May 18, 2018.

Analysis

I find that, as both parties agree that the Two Month Notice was personally served on the tenant on May 5, 2018 that the Two Month Notice was served on the tenant on May 5, 2018, pursuant to section 88 of the *Act*.

Section 52 of the *Act* states that in order for a Two Month Notice to be effective, it must: be in writing, be in the approved form and **state the grounds for ending the tenancy**. In this case, the landlord failed to properly fill out the Two Month Notice. I find that on page two of the Two Month Notice, the landlord did not indicate the reason/grounds for ending the tenancy. Based on the above, I find that the Two Month Notice is invalid and of no force or effect.

Since the Two Month Notice is of no force or effect the landlord is not entitled to an Order of Possession and I do not need to consider the tenant's application for more time to cancel the Two Month Notice.

Conclusion

I find that the Two Month Notice is invalid and of no force or effect.

I find that the following claims are dismissed with leave to reapply:

- an Order for emergency repairs, pursuant to section 62 of the *Act*;
- an Order that the landlord's right to enter be suspended or restricted, pursuant to section 70 of the *Act*;
- authorization to change the locks, pursuant to section 31 of the *Act*; and
- an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62 of 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: July 03, 2018

Residential Tenancy Branch