



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNR OLC FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on July 27, 2018. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both parties were represented at the hearing. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The Landlord confirmed receipt of the Tenant's documentary evidence on July 13, 2018. The Tenant stated that the Landlord served their evidence to her son, who is a minor, and not an adult. The Tenant stated that her son never gave the evidence to her in a timely manner, and she did not receive the evidence until July 22, 2018, and did not have time to look through it. After considering this issue, I find the Landlord has not sufficiently served the Tenant with their evidence, as it was served to a minor, not an adult who resides with the Tenant. I find the Landlord's evidence is not admissible for this hearing, as it was not served in accordance with section 88 and 90 of the Act, and in accordance with the rules of procedure.

Although I will not consider the documentary evidence from the Landlord because it was not sufficiently served to the Tenant within the acceptable time frame, I will accept the testimony provided on these issues at the time of the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenant applied for multiple remedies under the *Act*, some of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues deal with whether or not the tenancy is ending. As a result, I exercised my discretion to dismiss all of the Tenant's application, with leave to reapply, with the exception of the following claim:

- to cancel the 10 Day Notice to End Tenancy for unpaid rent (the Notice).

Issues(s) to be Decided

- Is the Tenant entitled to have the Landlord's Notice cancelled?
 - If not, is the Landlord entitled to an Order of Possession?

Background, Evidence and Analysis

In the matter before me, the Landlord has the onus to prove that the reason in the Notice is valid.

Although the parties mentioned that another notice to end tenancy has been issued more recently, I will only consider and make findings on the Notice issued Jun 15, 2018, as it was the only Notice identified on the Tenant's application and the only Notice I have before me. The Tenant acknowledged receiving the Notice on June 15, 2018. However, she only got the first page of this Notice. The Landlord stated she forgot to serve the second page of the 2 page Notice.

The Notice indicates that the Tenant owed \$8,000.00 in unpaid rent as of June 8, 2018. The Tenant disputes this amount, and says the Landlord is arbitrarily trying to change what she owes each month.

I acknowledge the parties dispute what amount is due. However, I first turn to Section 52 of the *Act*, which requires that any notice to end tenancy issued by a landlord must be signed and dated by the landlord, **give the address of the rental unit**, state the effective date of the notice, state the grounds for ending the tenancy, and **be in the approved form**.

In this case, I note that the Landlord did not put the address of the unit at the bottom of the Notice, which is where the Landlord is supposed to indicate the address of the subject property. The Landlord left the address portion blank on the Notice. As such, I do not find it meets the form and content requirements set forth under section 52 of the *Act*. Further, the Landlord only gave the Tenant the first page of the Notice, and did not serve a complete version to the Tenant.

The 2nd page of the Notice contains important information about rights and obligations under the Act. I find the Landlord did not serve a complete and valid Notice.

In light of the above, I grant the Tenant's request that I cancel the Notice issued on June 15, 2018. Accordingly, the tenancy continues at this time and until such time it legally ends.

It is important to note that I have made no finding as to whether the landlord has a basis under the Act for ending the tenancy. The landlord remains at liberty to re-issue a Notice to End Tenancy should the landlord decide to pursue eviction.

As the Tenant was substantially successful with her application, I grant her the recovery of the filing fee against the Landlord. The Tenant may deduct the amount of \$100.00 from 1 (one) future rent payment.

Conclusion

The Notice issued on June 15, 2018 has been cancelled and the tenancy continues at this time.

I have made no finding as to whether there were sufficient grounds for eviction and the landlord is at liberty to re-issue a notice to end tenancy if the landlord so chooses.

The Tenant may deduct the amount of \$100.00 from 1 (one) future rent payment.

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 27, 2018

Residential Tenancy Branch