



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, FFT, PSF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on November 21, 2018 (the "Application"). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause (the "Notice"). The Tenant also sought an order that the Landlord provide services or facilities required by the tenancy agreement or law. The Tenant sought reimbursement for the filing fee.

The Tenant appeared at the hearing with the witness who was outside of the room until required. The Landlord appeared at the hearing.

I advised the Tenant at the outset of the hearing that I would only consider the dispute of the Notice given rule 2.3 of the Rules of Procedure (the "Rules") which requires claims in an Application for Dispute Resolution to be related. The request for an order that the Landlord provide services or facilities required by the tenancy agreement or law is dismissed with leave to re-apply. This does not extend any time limits under the *Residential Tenancy Act* (the "Act").

The Tenant provided his full legal name and I amended the Application to reflect this. This is also reflected in the style of cause.

I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

Both parties had submitted evidence prior to the hearing. I addressed service of the hearing package and evidence and no issues arose in this regard. The parties were given an opportunity to present relevant oral evidence, make relevant submissions and ask relevant questions. I have considered all documentary evidence

submitted and all oral testimony of the parties. I will only refer to the evidence I find relevant in this decision.

### Issues to be Decided

1. Should the Notice be cancelled?
2. If the Notice is not cancelled, should the Landlord be issued an Order of Possession?
3. Is the Tenant entitled to reimbursement for the filing fee?

### Background and Evidence

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate.

Neither party had submitted a copy of the Notice. I told the Landlord she could submit a copy of the Notice by 4:00 p.m. on the date of the hearing. I told the Landlord that I would cancel the Notice if she did not submit a copy as requested.

I obtained evidence from the parties in relation to the grounds for the Notice which I will not detail here given the Landlord did not submit the Notice as requested.

### Analysis

Section 47 of the *Act* relates to one month notices for cause. Section 47(3) of the *Act* states that notices issued under section 47 of the *Act* must comply with section 52 of the *Act*.

Section 52 of the *Act* sets out the form and content requirements of a notice to end tenancy and states:

- 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) ...state the grounds for ending the tenancy,

...

(e) when given by a landlord, be in the approved form.

When a tenant disputes a notice to end tenancy, part of the analysis is whether the notice complies with section 52 of the *Act* in form and content.

Here, neither party submitted a copy of the Notice. Pursuant to rule 6.6 of the Rules, it is the Landlord who has the onus to prove the Notice. The Landlord did not submit the Notice despite submitting evidence to support the Notice. The Landlord should have submitted the Notice prior to the hearing.

I allowed the Landlord to submit a copy of the Notice by 4:00 p.m. on the date of the hearing. The Landlord said she would do so. She said she would have someone take a copy to the office prior to 4:00 p.m.

I have no indication before me that the Landlord did submit a copy of the Notice by 4:00 p.m. on the date of the hearing. In the absence of a copy of the Notice, I am unable to review the Notice and confirm that it complies with section 52 of the *Act* as required. Therefore, I am not satisfied that the Notice complies with section 52 of the *Act* and cancel the Notice.

The Notice, which both parties agreed is dated November 18, 2018, is cancelled and the tenancy will continue until ended in accordance with the *Act*.

Given the Tenant was successful in cancelling the Notice, I award him reimbursement for the filing fee pursuant to section 72(1) of the *Act*. Pursuant to section 72(2) of the *Act*, the Tenant is permitted to deduct \$100.00 from one future rent payment.

### Conclusion

The request for an order that the Landlord provide services or facilities required by the tenancy agreement or law is dismissed with leave to re-apply. This does not extend any time limits under the *Act*.

The Notice is cancelled. The tenancy will continue until ended in accordance with the *Act*.

I award the Tenant reimbursement for the filing fee. The Tenant is permitted to deduct \$100.00 from one future rent payment as reimbursement for the filing fee.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: January 09, 2019

---

Residential Tenancy Branch