



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC PSF

Introduction

This hearing dealt with an application by tenant pursuant to the *Residential Tenancy Act*, to set aside a notice to end tenancy for cause. The tenant also applied for an order directing the landlord to provide services.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. Both parties represented themselves.

As both parties were in attendance I confirmed service of documents. The tenant stated that he did not file any documents into evidence and confirmed that he had received an evidence package from the landlord. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

RTB Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply.

In this regard I find the tenant has applied for an order for the landlord provide services. As this section of the tenant's application is unrelated to the main section which is to cancel the one-month notice, I dismiss this section of the tenant's claim with leave to reapply. Accordingly this hearing only dealt with the tenant's application to set aside the notice to end tenancy.

Issues to be decided

Has the landlord issued a valid notice to end tenancy?

Background and Evidence

The tenancy started in November 2012. The accommodation is subsidised housing and is allotted and rented based on a tenant's income and family size. The tenant's portion of the rent is \$348.00.

On May 16, 2019 the landlord served the tenant with a one month notice to end tenancy for cause. Neither party filed a copy of the notice to end tenancy into evidence. Since I did not have the notice in front of me I was unable to determine its validity or the reasons for the issuance of the notice to end tenancy.

Analysis

Section 52 of the *Residential Tenancy Act* states that in order to be effective, a notice to end a tenancy must be in writing and when given by a landlord to a tenant, must be in the approved form. In the absence of a copy of the notice before me, I am unable to determine whether the notice was served in the proper format and whether the notice is valid. Therefore, I must set aside the notice to end tenancy. The landlord is at liberty to issue another notice to end tenancy.

Conclusion

The notice to end tenancy is set aside.

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 09, 2019

Residential Tenancy Branch