



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR OLC

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act ("Act"). The tenant applied for an order cancelling the landlord's Notice to End Tenancy and for an order requiring the landlord to comply with the Act, the Regulations, or the tenancy agreement.

Neither the tenant nor the landlord attended the telephone conference call hearing; however, the tenant was represented by her advocate at the hearing. I note that the tenant had submitted a signed authorization for the advocate to represent her in this matter.

The advocate said that the landlord was served with the tenant's application for dispute resolution and notice of hearing by hand delivering the package to the landlord. The advocate said that the service of the documents was witnessed by the tenant's support worker.

Based upon the submissions of the tenant's advocate, I accept the landlord was served notice of this hearing and the tenant's application in a manner complying with section 89(1) of the Act and the hearing proceeded in the landlord's absence.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (the "Rules"); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the landlord's Notice/

Background and Evidence

The evidence submitted by the tenant shows that the landlord served her a two page document. More specifically, the tenant received page 1 of a 10 Day Notice to End Tenancy for Unpaid Rent and page 2 of a One Month Notice to End Tenancy for Cause. On the second page, the landlord scratched out the words "One Month" at the top of the form and wrote in "10 Day" and listed causes on that page. This combined Notice was dated June 12, 2019.

In other words, the landlord combined portions of two unrelated Notices to end the tenancy. I also note that the landlord did not sign the Notice and only printed his first name.

Analysis

When a landlord issues a notice to end a tenancy and the tenant files an application to dispute the notice, the landlord must prove that there is sufficient reason under the Act to end the tenancy.

Although there was no clear evidence when the tenant received the Notice, the Notice was dated June 12, 2019, and the tenant submitted her application on June 19, 2019. The combined Notice issued to the tenant states that she had 10 days to dispute the Notice. I find that the tenant disputed the Notice within the timeframe required under the Act and the Notice.

In this case, I find the combined Notice issued to the tenant using pages from two different Notices is not valid, as a landlord is required to serve the tenant with a Notice in the required form. The landlord may not combine Notices in seeking to end the tenancy.

I therefore find that the Notice to end the tenancy served on the tenant must be set aside.

I therefore order that the Notice dated June 12, 2019, is cancelled, with the effect that the tenancy continues until it may otherwise legally end under the Act.

Further, I direct the landlord to comply with his obligations under the Act if serving the tenant with any further Notices, if he elects to seek an end to this tenancy.

Conclusion

The tenant's application seeking cancellation of the landlord's Notice and an order for the landlord to comply with the Act is granted.

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 22, 2019

Residential Tenancy Branch