



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNC, OLC, FFT

### **Introduction:**

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the one month Notice to End Tenancy dated July 15, 2019 and setting the end of tenancy for August 15, 2019 which was not in the approved government form.
- b. An order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- c. An order to recover the cost of the filing fee.

The Landlord failed to appear at the scheduled start of the hearing which was 9:30 a.m. on September 9, 2019. The Tenant Applicant was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the landlord to call in. The landlord failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The Tenant was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at the hearing a decision has been reached. All of the evidence was carefully considered.

I find that the one month Notice to End Tenancy was personally served on the Tenant on July 15, 2019. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on August 11, 2019. With respect to each of the applicant's claims I find as follows:

### **Issues to be Decided:**

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated July 15, 2019?
- b. Whether the tenant is entitled to an order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- c. Whether the tenant is entitled to recover the cost of the filing fee?

### **Background and Evidence:**

On August 30, 2018 the Applicant and the Respondent entered into a written tenancy agreement that provided that the tenancy would commence on September 1, 2018 and continue

on a month to month basis. The tenancy agreement provided that the tenant(s) would pay rent of \$600 per month payable in advance on the first day of each month.

On July 15, 2019 CL and MG gave the tenant a eviction notice which was hand written and not in the approved government form. The Notice states it is being given under the Innkeepers Act because he is making others feel uncomfortable. CL is a part owner.

Analysis:

The tenancy agreement signed by the Applicant and Respondent on August 30, 2018 is in the standard tenancy form provided by the Residential Tenancy Branch and indicates that the Residential Tenancy Act applies. The Applicant is renting the downstairs suite in the main house. He has his own bathroom, cooking facilities and laundry.

I determined that the Residential Tenancy Act applies and that the landlord does not have a legal right to issue an eviction notice under the Innkeepers Act.

Section 52 of the Residential Tenancy Act provides that if a landlord serves a Notice to End Tenancy it must be in the approved government form. The landlord failed to use the approved government form and it is of no force and effect.

The Applicant testified the landlords have asked him to stay on and he is now going to act as Property Manager.

Determination and Orders:

I determined that the landlord failed to establish sufficient cause to end the tenancy. As a result I ordered that the eviction notice given on July 15, 2019 is of no force and effect. As the tenant has been successful with this application I ordered that the landlord pay to the tenant the cost of the filing fee in the sum of \$100 such sum may be deducted from future rent.

**This decision is final and binding on the parties.**

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: September 09, 2019

---

Residential Tenancy Branch