



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, CNC, MT

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 66;
- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66;
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46; and
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The tenant acknowledged receipt of evidence submitted by the landlord. The tenant did not submit any documentation for this hearing. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Issue(s) to be Decided

Should the notices to end tenancy be cancelled? If not, is the landlord entitled to an order of possession?

Is the tenant entitled to more time to make an application to cancel the notices?

## Background and Evidence

The landlord gave the following testimony. The landlord testified that the tenant moved in about seven and half years ago. The current monthly rent of \$750.00 is due on the first of the month. The landlord testified that the tenant hasn't paid rent for several months. The landlord testified that on October 30, 2019 he sent a letter to the tenant asking him to move out as his son was going to move in. The landlord testified that the tenant refused to move out and a second letter was given on April 29, 2020. The landlord testified that the tenant has made empty promises and can no longer trust him. The landlord requests an order of possession.

The tenant gave the following testimony. The tenant testified that he lost his job due to COVID – 19 and has been having a difficult time finding a new suite. The tenant testified that he will move on but just asks for some flexibility from the landlord.

## Analysis

Section 52 of the Act addresses the issue before me as follows:

### **Form and content of notice to end tenancy**

- 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) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy,
    - (d.1) for a notice under section 45.1 [*tenant's notice: family violence or long-term care*], be accompanied by a statement made in accordance with section 45.2 [*confirmation of eligibility*], and
  - (e) when given by a landlord, be in the approved form.**

The landlord acknowledged and confirmed that his notices were self drafted word documents from his computer and not the approved form as required. As a result, I find that the notices issued are invalid and that the tenancy continues. It is worth noting,

although the tenant filed an extension of time to dispute the notice, as there is not a valid notice before me, an extension is not required.

Conclusion

The tenancy continues.

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: June 29, 2020

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Residential Tenancy Branch