



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Code MNDC CNE MT RR RP LRE LAT OLC AS

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution made on June 12, 2020 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "*Act*"):

- a monetary order for money owed or compensation for damage or loss;
- an order cancelling a notice to end tenancy for cause;
- an order granting an extension of time to dispute the notice to end tenancy for cause;
- an order reducing rent for repairs, services, or facilities agreed upon but not provided;
- an order for repairs to the unit, site, or property;
- an order suspending or setting limitations on the Landlord's right to enter the rental unit or site;
- an order authorizing the Tenant to change the locks to the rental unit;
- an order that the Landlord comply with the *Act*, regulation, and/or the tenancy agreement; and
- an order that the Tenant be allowed to assign or sublet the rental unit.

The Tenant attended the hearing. The Landlord attended the hearing and was accompanied by L.T., A.G., and B.M., witnesses. All in attendance provided affirmed testimony.

The Tenant testified the application package was served on the Landlord in person. The Landlord acknowledged receipt. In addition, the Landlord testified the evidence upon which she intended to rely was served on the Tenant by posting a copy to the door of the Tenant's rental unit. The Tenant acknowledged receipt. No issues were raised with respect to service or receipt of these packages during the hearing. The parties were in attendance and were prepared to proceed. Therefore, pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were given a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure, and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

Residential Tenancy Branch Rule of Procedure 2.3 permits an arbitrator to exercise discretion to dismiss unrelated claims with or without leave to reapply. The most important issue to address is whether or not the tenancy will continue. Accordingly, I find it appropriate to exercise my discretion to dismiss all but the request for an order cancelling a notice to end tenancy and for an extension of time to dispute the notice to end tenancy, with leave to reapply for the remainder of the relief sought as appropriate.

Issues to be Decided

1. Is the Tenant entitled to an order cancelling a notice to end tenancy?
2. Is the Tenant entitled to an extension of time to dispute a notice to end tenancy?

Background and Evidence

The parties agreed the tenancy began on July 1, 2019 and continues on a month-to-month basis. Rent is subsidized and the Tenant pays \$375.00 per month. The Tenant paid a security deposit of \$575.00, which the Landlord holds.

The Tenant testified she wishes to dispute a notice to end tenancy. The Tenant referred to a type-written letter dated May 29, 2020, signed by the Landlord. The letter purports to end the tenancy due to the contract being frustrated because of “a major renovation project”. In reply, A.G. provided additional details and suggested the Tenant would be able to return to the rental unit after the project is complete.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 52 of the *Act* confirms that a notice to end a tenancy, when given by a landlord, must be in writing and must be in the approved form. In this case, I find that the type-written notice to end tenancy is not in the approved form. Therefore, I find that the letter is ineffective to end the tenancy and I order that the tenancy will continue until otherwise ended in accordance with the *Act*.

Conclusion

I order that the tenancy will continue until otherwise ended in accordance with the *Act*. The Tenant is granted leave to reapply for the remainder of the relief sought at a later date, as appropriate.

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 13, 2020

Residential Tenancy Branch