



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *CNC, OLC, MNR, FF*

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for unpaid rent and for the recovery of the filing fee. The tenant applied to cancel the notice to end tenancy for cause, and for an order directing the landlord to comply with the *Act*.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Has the landlord served the tenant with a valid notice to end tenancy? Is the landlord entitled to a monetary order for unpaid rent and the filing fee?

Background and Evidence

The background facts are generally undisputed. The tenancy started on December 01, 2016. The monthly rent is \$1,620.00 payable on the first of the month and does not include utilities. Prior to moving in the tenant paid a security deposit of \$750.00.

The tenant agreed that as of the date of this hearing, August 14, 2020, he owed the landlord \$5562.00 in unpaid rent plus \$105.65 in unpaid utilities for a total of \$5,667.65. The landlord testified that based on noise complaints, on June 30, 2020, she served the tenant with a one-month notice to end tenancy for cause. The tenant disputed the notice in a timely manner. Neither party filed a copy of the notice into evidence.

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. I therefore allow the tenant's application and set aside the landlord's notice to end tenancy served on June 30, 2020. As a result, the tenancy shall continue in accordance with its original terms.

The tenant agreed that he owed the landlord a total of \$5,667.65 in unpaid rent and unpaid utilities. Since the landlord is successful in her application, she is entitled to recover the filing fee of \$100.00.

I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, for \$5,767.65. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Although the landlord has been granted a monetary order for unpaid rent, in accordance with the COVID-19 (RESIDENTIAL TENANCY ACT AND MANUFACTURED HOME PARK TENANCY ACT) REGULATION, the landlord is still required to give the tenant a repayment plan for that amount when the state of emergency is lifted.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue.
I grant the landlord a monetary order for \$5,767.65.

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: August 14, 2020