



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FF

Introduction

This hearing dealt with an application by the tenant pursuant to sections 47, 62 and 72 of the *Residential Tenancy Act*. The tenant applied for an order setting aside a notice to end this tenancy, for an order directing the landlord to comply with the *Act* and for the recovery of the filing fee.

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. The landlord was accompanied by an interpreter.

As both parties were in attendance, I confirmed service of documents. The landlord stated that he did not receive the tenant's evidence and stated that he had not filed any evidence of his own. The tenant agreed that he had not served the landlord with his evidence package. Accordingly, the tenant's evidence was not used in the making of this decision.

Issue to be Decided

Should the notice to end tenancy be set aside?

Background and Evidence

The parties agreed that the tenancy started on July 31, 2020. The landlord stated that he allowed the tenant to occupy his home for 2 weeks on humanitarian grounds as the tenant was homeless. The landlord agreed that he accepted \$500.00 from the tenant for the two weeks.

The tenant had a different version of events. He stated that he paid \$500.00 to the landlord as a deposit and since then he has paid \$1,000.00 for rent. The landlord stated that he has not received any rent from the tenant and has been asking him to move out since the middle of August 2020.

The landlord stated that he has been ordered by the Supreme Court of Canada to remove any occupants of the lower level that the tenant is occupying until repairs are done. The landlord admitted that he did not serve the tenant a notice to end tenancy but did serve him a copy of the Supreme Court order.

The tenant agreed that he had not received any formal notice to end tenancy other than verbal requests to move out.

Analysis

Section 52(e) of the Act provides that to be effective to end a tenancy, a notice given by the landlord must be in the approved form. Based on the testimony of both parties, I find that the tenant was not served with a formal notice and accordingly the tenancy will continue.

The tenant did not have to file an application for dispute resolution and therefore must bear the cost of filing his application.

Conclusion

The tenant's application is dismissed. The tenancy will continue.

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: December 11, 2020

Residential Tenancy Branch