



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MORE THAN A ROOF HOUSING and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MNDCT, MNSD, MNRT, RPP, OT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on February 23, 2021. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both parties attended the hearing and provided testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The Landlord confirmed receipt of the Tenants' application and evidence packages. However, the Tenant did not serve his amendment to the Landlord, which he filed on December 1, 2020, to apply to cancel the 1 Month Notice to End Tenancy for Cause. As stated in the hearing, the Tenant is required to serve all amendments to the Landlord in order for the issues on that amendment to be considered. However, given the Landlord and the Tenant were both willing and ready to proceed to discuss the 1 Month Notice, issued on October 30, 2020, I hereby amend the Tenant's application to include an application to cancel the 1 Month Notice, pursuant to section 64(3) of the Act. The Landlord and the Tenant were both ready and willing to discuss the 1 Month Notice, and mutually consented to the inclusion of this issue, and related evidence.

The Tenant confirmed receipt of the Landlord's documentary evidence package on February 16, 2020. I find this package was sufficiently served. However, with respect to the USB stick, I note the Landlord should have followed up with the Tenant to ensure he was able to access the digital files (video) on the USB stick. Given the Landlord failed to do this, I find they have not sufficiently served their digital evidence, via USB, to the

Tenant. Only the Landlord's documentary evidence will be considered, not their digital evidence.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenants applied for multiple remedies under the *Act*, a number of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues deal with whether or not the tenancy is ending. As a result, I exercised my discretion to dismiss unrelated matters, with leave to reapply, on the Tenants' application with the exception of the following claim:

- to cancel the 1 Month Notice to End Tenancy for Cause.

Issue(s) to be Decided

- Is the tenant entitled to have the Notice cancelled?
 - If not, is the landlord entitled to an Order of Possession?

Background, Evidence and Analysis

In the matter before me, the Landlord has the onus to prove that the reason in the Notice is valid.

The Tenant stated that he received the Notice around October 30, 2020. The Notice indicates multiple reasons for ending the tenancy on the second page.

Section 52 of the *Act* requires that any notice to end tenancy issued by a landlord must be signed and dated by the landlord, give the address of the rental unit, state the

effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

In this case, I note the Landlord failed to sign or date the 1 Month Notice. The Landlord also failed to fill out the details of cause on the 3rd page of the 1 Month Notice. I find the 1 Month Notice does not comply with the form and content requirements set forth under section 52 of the Act.

In light of the above, I grant the Tenant's request that I cancel the Notice. Accordingly, the tenancy continues at this time and until such time it legally ends.

Conclusion

The Notice issued on October 30, 2020, has been cancelled and the tenancy continues at this time.

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: February 23, 2021

Residential Tenancy Branch