



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, PSF, RP, LRE, OLC

### Introduction

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

- cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47;
- an Order for regular repairs, pursuant to section 32;
- an Order that the landlord's right to enter be suspended or restricted, pursuant to section 70;
- an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62; and
- an Order to provide services or facilities required by the tenancy agreement or law, pursuant to section 65.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties agree that the landlord was personally served with this application for dispute resolution on or around December 2, 2020. I find that the landlord was served with the tenant's application in accordance with section 89 of the *Act*.

### Preliminary Issue- Request to Withdraw

The tenant requested to withdraw this application for dispute resolution. The landlord did not agree to the tenant's withdrawal.

Rule 5.0.1 of the Residential Tenancy Branch Rules of Procedure states:

Where a tenant has applied to dispute a landlord's notice to end tenancy, the applicant tenant requires the written consent of the landlord to withdraw their application.

Required documents: • the respondent landlord's written consent to the withdrawal.

The landlord's consent is required to withdraw a claim to cancel a notice to end tenancy because, pursuant to section 55 of the *Act*, the landlord is entitled to an Order of Possession if the tenant's application is dismissed or the notice to end tenancy is upheld.

As the landlord did not consent to the tenant's withdrawal, I informed both parties that this hearing would proceed.

#### Preliminary Issue- Request for Adjournment

The tenant testified that the parties have another hearing on February 25, 2021 regarding a 10 Day Notice to End Tenancy. The tenant requested that this hearing be adjourned until after the February 25, 2021 hearing.

I find that the issues to be heard in the February 25, 2021 hearing are separate and distinct from the issues to be heard in this decision. I find that an adjournment of this hearing would serve no function other than to delay the proper administration of justice. I therefore decline to adjourn this hearing.

#### Preliminary Issue- Severance

Residential Tenancy Branch Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

It is my determination that the priority claim regarding the One Month Notice to End Tenancy for Cause (the "One Month Notice") and the continuation of this tenancy is not sufficiently related to any of the tenant's other claims to warrant that they be heard together. The parties were given a priority hearing date in order to address the question of the validity of the One Month Notice.

The tenant's other claims are unrelated in that the basis for them rests largely on facts not germane to the question of whether there are facts which establish the grounds for ending this tenancy as set out in the One Month Notice. I exercise my discretion to dismiss all of the tenant's claims with leave to reapply except cancellation of the One Month Notice.

### Issue to be Decided

1. Is the tenant entitled to cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47 of the *Act*?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlord's claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began on September 2020 and is currently ongoing. Monthly rent in the amount of \$700.00 is payable on the first day of each month.

Both parties agree that the landlord served the tenant with a One Month Notice on November 2, 2020. The method of service was not confirmed by either party. The One Month Notice was entered into evidence and states that the tenant must move out of the subject rental property by November 30, 2020.

The tenant testified that the One Month Notice should be cancelled because his name is not on it. The One Month Notice entered into evidence confirms the tenant's above testimony.

In addition to the deficiency noted by the tenant above, the One Month Notice has the following issues:

- No landlord address for service is provided;
- The One Month Notice is not dated;
- The landlord's name, next to the landlord's signature is blank; and

- No details of cause were provided.

### Analysis

I find that the One Month Notice was sufficiently served for the purposes of this *Act*, on the tenant, pursuant to section 71 of the *Act*, on November 2, 2020.

Section 52 of the *Act* states that 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 One Month Notices states under **DETAILS OF CAUSE(S)**:

Include any dates, times, people or other information that says who, what, where and when caused the issue. The RTB may cancel the notice if details are not described. Attach separate sheet(s) if necessary (signed and numbered).

Pursuant to section 52(a) of the *Act*, I find that the One Month Notice is ineffective as it was not dated. I also find that the One Month Notice is not valid as no details of cause were provided on the One Month Notice. Pursuant to my above findings, I find that the tenant is successful in his application to cancel the One Month Notice and that this tenancy will continue in accordance with the *Act*.

### Conclusion

The One Month Notice is null and void. This tenancy will continue in accordance with the *Act*.

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 02, 2021

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Residential Tenancy Branch