



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, OPC

### Introduction

The landlord filed an Application for Dispute Resolution (the “Application”) on December 4, 2020 seeking an order of possession in line with a 10-Day Notice to End Tenancy for Unpaid Rent (the “10-Day Notice”), and a One-Month Notice to End Tenancy for Cause (the “One-Month Notice”).

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on March 1, 2021. In the conference call hearing I explained the process and offered the attending parties the opportunity to ask questions.

The landlord submitted two pieces of documentary evidence for this hearing that the tenant confirmed they received. The tenant did not submit documentary evidence.

### Preliminary Matter

On their Application, the landlord stated: “unpaid rent is not the issue.” In the hearing, the landlord confirmed they were not pursuing this, with the reason for the 10-Day Notice being unpaid rent for January and February 2020. The landlord acknowledged that the tenant paid for this rent after the fact. The tenant stated they have receipts that show they paid rent for each of these two months.

Given that the landlord confirmed they are not pursuing this 10-Day Notice, I dismiss this portion of the landlord’s Application, without leave to reapply.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession in line with the One-Month Notice pursuant to s. 55 of the *Act*?

### Background and Evidence

I have reviewed all documents before me. In relation to this issue, this consists of one-page handwritten note, undated. The landlord wrote this letter to describe the two primary issues they have with the tenant. This is the tenant's entrance into a "maintenance crawlspace" as well as their own changing of the locks on the rental unit. In their oral testimony, the landlord described this as the tenant changing or altering any maintenance that they do perform, and the tenant's changing of the locks means the landlord cannot enter the unit to perform the work.

The tenant responded to each of these issues, describing that they only installed a padlock on the door, and their own efforts at repairing the watermain line were to install a heater. This resulted in the water being shut off for 45 days in 2020.

One witness in the hearing described miscellaneous other issues concerning the tenant. This adds the tenant's interaction with a number of other neighbours and other tenants. This also involved charges involving the local police.

### Analysis

The *Act* section 47 is the provision that deals with the landlord ending the tenancy for many different conditions. Here, the landlord ostensibly issued the One-Month Notice reasons involving the tenant's conduct that causes disturbance to the functioning of the rental unit, and this impacts other units as well.

Regarding the validity of a notice to end tenancy, section 52 states:

- 52** 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) . . . state the grounds for ending the tenancy,  
    . . .and
- (e) when given by a landlord, be in the approved form.

In this hearing, no copy of the One-Month Notice was submitted by the landlord. Because of this, I cannot verify if the document is correct, containing the mandatory information that the *Act* specifies.

The *Act* requires that notices to end tenancy by the landlord be in the approved form. The landlord did not provide a copy of the One-Month Notice; therefore, I cannot verify this. The landlord has not met the burden of proof to show the One-Month Notice is valid; therefore, I cancel this One-Month Notice.

With the One-Month Notice cancelled, the tenancy will continue and there is no order of possession.

### Conclusion

For the reason above, I order that the Two Month Notice issued on November 26, 2020 is cancelled. There is no order of possession issued to the landlord for this reason. The landlord's Application is dismissed, without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: March 1, 2021

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Residential Tenancy Branch