



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, RR, PSF, FFT

### Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The tenant applied for:

- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice) pursuant to section 46;
- an order to reduce the rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order requiring the landlord to provide services or facilities as required by the tenancy agreement or the Act, pursuant to section 62;
- an authorization to recover the filing fee for this application, under section 72.

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

At the outset of the hearing both parties expressly affirmed they understand it is prohibited to record this hearing.

The landlord confirmed receipt of the application and the evidence (the materials) on January 07, 2021. I accept the tenant's testimony that the landlord was served in person with the materials on January 07, 2021, in accordance with section 89(1)(a) of the Act.

The tenant confirmed receipt of the landlord's response evidence in person on March 26, 2021 and that he had enough time to review the response evidence.

Based on the testimonies of the parties and in consideration of Rule of Procedure 3.17, I find that the tenant was served with the landlord's response evidence in accordance with section 88(a) of the Act.

Preliminary Issue – Unrelated claims (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 10 day notice to end tenancy for unpaid rent 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 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 notice. I exercise my discretion to dismiss all of the tenant's claims with leave to reapply except cancellation of the notice to end tenancy which will be decided upon.

Preliminary Issue – Landlord's amendment

The landlord submitted on March 15, 2021 a request to amend the tenant's application to request a monetary order for unpaid rent. The respondent landlord cannot amend the tenant's application. The landlord must submit an application.

Issues to be Decided

Is the tenant entitled to:

1. Cancellation of the Notice?
2. An authorization to recover the filing fee?

If the tenant's application is dismissed, is the landlord entitled to an order of possession?

Background and Evidence

While I have turned my mind to the evidence and the testimony of the attending parties, not all details of the submission and arguments are reproduced here. The relevant and important aspects of the tenant's claims and my findings are set out below. I explained rule 7.4 to the attending parties; it is the tenant's obligation to present the evidence to substantiate the application.

Both parties agreed the tenancy started on February 01, 2020. Monthly rent is due on the first day of the month. At the outset of the tenancy a security deposit of \$400.00 was collected and the landlord holds it in trust.

The tenant affirmed monthly rent was \$850.00 and he reduced it to \$642.50 in January 2021 because the landlord is not providing internet connection and access to the laundry. The landlord stated monthly rent is \$850.00.

Both parties agreed the Notice was served in person on January 01, 2021 and the tenant continues to occupy the rental unit.

A copy of the Notice dated January 01, 2020 was provided. It does not indicate the address of the rental unit. The line above the effective date was not completed. The landlord affirmed maybe he did not provide the address of the rental unit.

### Analysis

Section 52 of the Act states:

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,

Based on the copy of the Notice provided, I find the Notice served does not give the address of the rental unit. As such, I find the Notice does not comply with section 52(b) of the Act.

Accordingly, the Notice is cancelled and of no force or effect.

As the tenant was successful in this application, I find that the tenant is entitled to recover the \$100.00 filing fee paid for this application.

### Conclusion

The Notice dated January 01, 2020 is cancelled and of no force or effect. This tenancy will continue in accordance with the Act.

Pursuant to section 72(2)(a) the tenant is authorized to deduct \$100.00 from the next rent payment to recover the filing fee.

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: April 06, 2021

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Residential Tenancy Branch