



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, RP, MNRT, MNDCT

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 46;
2. A Monetary Order for compensation - Section 67;
3. A Monetary Order for emergency repairs - Section 67; and
4. An Order for repairs - Section 32.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Parties confirm receipt of each other's evidence packages.

### Preliminary Matter

Rule 2.3 of the Residential Tenancy Branch (the “RTB”) Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. As the monetary claims and the claim for repairs are not related to the matter of whether the tenancy will end, I dismiss these claims with leave to reapply. Leave to reapply is not an extension of any limitation period.

### Issue(s) to be Decided

Is the notice to end tenancy effective to end the tenancy?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

### Background and Evidence

The following are agreed or undisputed facts: the tenancy started on April 1, 2021. Rent of \$1,350.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$675.00 as a security deposit. The Tenant failed to pay rent for May 2021 and the Landlord served the Tenant with a notice to end tenancy for unpaid rent dated May 5, 2021 (the "Notice"). Neither the Tenant nor the Landlord have a copy of the Notice that has been signed by the Landlord. The Tenant has paid rent for June, July, August and September 2021 and has not moved out of the unit.

### Analysis

Section 52 of the Act provides 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, and
- (e) when given by a landlord, be in the approved form.

Given the undisputed evidence that the Notice does not hold the Landlord's signature I find that the Notice is not effective to end the tenancy. The Notice is therefore cancelled, and the tenancy continues.

### Conclusion

The Notice is cancelled, and the tenancy continues.

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

Dated: September 20, 2021

---

Residential Tenancy Branch