



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FFL, CNC, OLC, MNDCT, FFT

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied for:

1. An Order cancelling a notice to end tenancy - Section 47;
2. An Order for the Landlord’s compliance - Section 62;
3. A Monetary Order for compensation or loss - Section 67; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord applied for:

1. An Order of Possession - Section 55; and
2. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matter

The Tenant confirms that their claims for a monetary order and the order for compliance are in relation to acts by the Landlord during the tenancy. Rule 2.3 of the Residential Tenancy Branch 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 and compliance claims are not related to the matter of whether the tenancy will end, I dismiss these claims with leave to reapply.

Issue(s) to be Decided

Is the notice to end tenancy effective?

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

Is the Landlord entitled to an order of possession?

Background and Evidence

The following are agreed facts: the tenancy started on August 1, 2019. Rent of \$800.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$400.00 as a security deposit. On July 14, 2021 the Landlord served the Tenant in person with a one month notice to end tenancy for cause (the "Notice"). The Notice does not include any details for the reason for ending the tenancy and there is no attachment to the Notice setting out those details.

Analysis

Section 52(e) of the Act provides that in order to be effective, a notice to end a tenancy must be in writing and must when given by a landlord, be in the approved form. The approved form includes a section that requires the landlord to provide details of the cause. This section is necessary for the tenant to know the case against a tenant in order for the tenant to be able to respond. Based on the undisputed evidence that no details of the reason for ending the tenancy were provided on or attached to the Notice I find that the Notice is not effective to end the tenancy. The Tenant is therefore entitled to a cancellation of the Notice and the tenancy continues. As the Tenant has been successful with its application, I find that the Tenant is entitled to recovery of the **\$100.00** filing fee and the Tenant may deduct this amount from future rent payable in full satisfaction of this claim.

As the Notice is not effective to end the tenancy there is no basis for the Landlord's claim for an order of possession and I dismiss this claim. As the Landlord's claim has not been successful, I find that the Landlord is not entitled to recovery of the filing fee and I dismiss this claim. In effect the Landlord's application is dismissed in its entirety.

Conclusion

The Notice is cancelled, and the tenancy continues.

The Landlord's application is dismissed.

I grant the Tenant an order under Section 67 of the Act for **\$100.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: November 16, 2021

Residential Tenancy Branch