



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1305776 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, LRE  
OPR-DR, MNR-DR, FFL

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”). The matter was set for a conference call.

The Tenant’s Application for Dispute Resolution was made on July 5, 2021. The Tenant applied to cancel a 10-Day Notice for Unpaid Rent (the 10-Day Notice) issued on June 28, 2021, and for an order to restrict the Landlord’s access to the rental unit.

The Landlord’s Application for Dispute Resolution was made on July 5, 2021. The Landlord applied to enforce a 10-Day Notice for Unpaid Rent (the 10-Day Notice) issued on June 28, 2021, for a monetary order for unpaid rent and utilities and to recover the filing fee paid for their application.

Two Agents for the Landlord (the “Landlord”) and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Tenant and the Landlord were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure requires the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matters- Related Issues

I have reviewed the Tenant's application, and I note that they have applied to cancel a Notice to end tenancy as well as one other issue. I find that this other issue is not related to the Tenant's request to cancel the Notice. As this matter does not relate directly to a possible end of the tenancy, I apply section 2.3 of the Residential Tenancy Branches Rules of Procedure, which states:

#### **2.3 Related issues**

Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

Therefore, I am dismissing with leave to reapply the Tenant's claims for an order to restrict the Landlord's access to the rental unit.

I will proceed with this hearing on the Tenant's claim to cancel the 10-Day Notice and the Landlord's application.

### Issues to be Decided

- Should the Notice to End Tenancy be cancelled?
- If not, is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to a monetary order for unpaid rent and utilities?
- Is the Landlord entitled to recover the filing fee for this application?

### Background and Evidence

The tenancy agreement recorded that the tenancy began on June 1, 2021, as a one-year fixed term tenancy. Rent in the amount of \$2,250.00 is to be paid by the first day of each month, and that the Tenant paid the Landlord a \$1,125.00 security deposit.

The Landlord testified that they served the Notice to the Tenant on June 28, 2021, by personal service to the Tenant. The Notice listed 3,375.00 in outstanding rent and did not record an effective date for this Notice. Both parties submitted a copy of the Notice into documentary evidence.

### Analysis

I have carefully reviewed the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 52 of the Act states the following regarding a notice to end tenancy:

***Form and content of notice to end tenancy***

***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) 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.*

I have reviewed the Notice to end tenancy issued by the Landlord, and I noted that no effective date was recorded on this Notice to end tenancy. As an effective date is required by section 52(c) of the Act, I must find that this Notice does not meet the form and content requirements set out by the Act, for a notice to end tenancy.

Consequently, I find that the Notice issued on June 28, 2021, is not a valid Notice to end a tenancy, and is therefore cancelled and of no force or effect.

I dismiss the Landlord's application for a monetary order for unpaid rent with leave to reapply.

I dismiss the Landlord's application for the recovery of their filing fee without leave to reapply.

Conclusion

I grant the Tenant's Application to cancel the Notice, issued June 28, 2021, as I find the Notice before me does not comply with section 52 of the *Act*. The tenancy will continue until ended in accordance with the *Act*.

I dismiss the Landlord's application for a monetary order for unpaid rent with leave to reapply.

I dismiss the Landlord's application for the recovery of their filing fee 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 *Residential Tenancy Act*.

Dated: November 1, 2021

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Residential Tenancy Branch