



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LRE, OLC, FFT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for cause; an order limiting or setting conditions on the landlords' right to enter the rental unit; an order that the landlords comply with the *Residential Tenancy Act*, regulation or tenancy agreement; and to recover the filing fee from the landlords for the cost of the application.

One of the named landlords and an agent for the tenant attended the hearing, and the landlord gave affirmed testimony.

The parties agree that evidence has been exchanged.

At the commencement of the hearing I advised the parties that the Rules of Procedure indicate that multiple applications contained in a single application must be related, and I found that the primary application of the tenant refers to a notice to end the tenancy.

The parties were given the opportunity to discuss settlement with respect to all applications, however none settled, and the hearing commenced based only on the application for an order cancelling a One Month Notice to End Tenancy for Cause. The tenant's applications for an order limiting or setting conditions on the landlords' right to enter the rental unit, and for an order that the landlords comply with the *Act*, regulation or tenancy agreement are dismissed with leave to reapply.

Issue(s) to be Decided

Have the landlords established that the One Month Notice to End Tenancy for Cause was issued in accordance with the *Residential Tenancy Act*?

Background and Evidence

The landlord testified that this fixed-term tenancy began on March 15, 2021 and reverts to a month-to-month tenancy after March 15, 2022, and the tenant still resides in the rental unit. Rent in the amount of \$1,200.00 is payable on the 1st day of each month, and the landlords collected a pro-rated amount for the first partial month of the tenancy. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$600.00 which is still held in trust by the landlords, and no pet damage deposit was collected. The rental unit is an apartment in a large apartment complex, and the landlords do not reside on the property.

The landlord further testified that on October 6, 2021 the landlord served the tenant with a One Month Notice to End Tenancy for Cause by posting it to the tenant's bedroom door. The landlords have not provided a copy, however the copy provided by the tenant is dated October 5, 2021 and contains an effective date of vacancy of November 6, 2021. The reason for issuing it states:

- Tenant or a person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord.

The Notice provided by the tenant is not signed by a landlord. The landlord testified that the landlords' copy is signed, and does not know why the copy provided by the tenant is not signed by a landlord.

Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was given in accordance with the *Residential Tenancy Act*.

I have reviewed the One Month Notice to End Tenancy for Cause provided by the tenant, and note that it is not signed by a landlord.

The *Act* specifies that:

- 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.

The landlord does not know why the tenant's copy was not signed, and I accept that was inadvertent. However, it's the tenant's copy that must be considered, and no copy has been provided by the landlord.

In the circumstances, I find that the Notice is not effective and I cancel it.

Since the tenant has been partially successful with the application, the tenant is also entitled to recovery of the \$100.00 filing fee. I grant a monetary order in favour of the tenant as against the landlords in that amount, and I order that the tenant be permitted to reduce rent for a future month by that amount, or may otherwise recover it by filing the order for enforcement in the Provincial Court of British Columbia, Small Claims division as a judgment.

Conclusion

The tenant's application for an order limiting or setting conditions on the landlords' right to enter the rental unit is hereby dismissed with leave to reapply.

The tenant's application for an order that the landlords comply with the *Act*, regulation or tenancy agreement is hereby dismissed with leave to reapply.

The One Month Notice to End Tenancy for Cause dated October 5, 2021 is hereby cancelled and the tenancy continues.

I hereby grant a monetary order in favour of the tenant as against the landlords pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00 and I order that the tenant be permitted to reduce rent for a future month by that amount or may otherwise recover it.

This order is final and binding and may be enforced.

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: February 17, 2022

Residential Tenancy Branch