



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GREEN TEAM REALTY INC.
and [tenant name uppressed to protect privacy]

DECISION

Dispute Codes CNC MNDCT

Introduction

The applicant tenant sought to dispute a *One Month Notice to End Tenancy for Cause* (the “Notice”) pursuant to section 47(4) of the *Residential Tenancy Act* (“Act”). In addition, the tenant sought compensation pursuant to section 67 of the Act.

Attending the hearing was the tenant, his roommate, the landlord’s representative, and two witnesses for the landlord. A third-party witness for the tenant disconnected a few minutes into the hearing and they did not rejoin.

Preliminary Issue 1: No Copy of Notice in Evidence

While each party submitted a not insubstantial quantity of documentary, photographic, and video evidence, neither side provided a copy of the most important document in such a dispute: a copy of the *One Month Notice to End Tenancy for Cause*.

A copy of a notice to end tenancy must be before a decision maker in Residential Tenancy Branch dispute resolution proceedings for the arbitrator to ensure that (1) a ground stated for ending the tenancy is complete and sufficient, (2) a ground is consistent with a ground listed in section 47 of the Act, (3) the notice to end tenancy complies with form and content requirements of section 52 of the Act.

It should also be noted that the onus (or obligation or burden) to prove a ground or grounds listed on a notice to end a tenancy falls on a landlord, and thus it is incumbent upon a landlord to ensure that a copy of the notice to end tenancy is submitted into evidence prior to a dispute resolution hearing. Last, evidence must be received by the applicant and the Residential Tenancy Branch “not less than seven days before the hearing” (see Rule 3.15 of the [Rules of Procedure](#)).

Given the above, as there is no copy of the Notice in evidence, I can neither cancel nor uphold the Notice. This aspect of the tenant's application is therefore dismissed, with leave to reapply.

That said, the above-noted finding does not impact any finding of fact or law that may arise in respect of the Notice as it relates to the dispute resolution hearing scheduled for September 8, 2022.

The landlord may, if they believe there exist new grounds to end the tenancy – that is, grounds which arose *since* the issuing of the Notice on February 5, 2022 – then they may issue a new notice to end tenancy.

Preliminary Issue 2: Unrelated Issue of Compensation

Under Rules 2.3 and 6.2 of the *Rules of Procedure* an arbitrator retains the discretion to decline to hear unrelated issues on an application. It is my finding that the tenant's claim for compensation related to renovations to be unrelated to the primary issue of whether the Notice was valid. As such, pursuant to the *Rules of Procedure*, the tenant's claim for compensation is dismissed, with leave to reapply.

Conclusion

The application is dismissed, with leave to reapply.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: May 17, 2022

Residential Tenancy Branch