



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **FFT, CNL, OLC**

### **Introduction**

This hearing dealt with an application by the tenants under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a Two Month Notice to End Tenancy for Landlord's use ("Two Month Notice") pursuant to section 49;
- An order requiring the landlord to comply with the Act pursuant to section 62;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The landlords attended with their agent KG ("the landlord").

The tenants attended.

The hearing process was explained, and the parties had an opportunity to ask questions. Each party was given the opportunity to submit evidence and call witnesses.

### ***Preliminary Issue – Separate Tenancies***

During the hearing, the parties acknowledged that each of the applicants have a separate tenancy with the landlord. Each applicant lives in a separate unit. Each applicant has been served with a separate Two Month Notice.

The applicants were under the misapprehension that they could bring one application regarding three separate tenancies as they lived in the same building.

The Rules of Procedure require that each applicant submit an individual Application for Dispute Resolution unless multiple applications are joined pursuant to Rule 2.10.

*Preliminary Issue – Service by Applicant Tenants*

The tenants acknowledged they did not provide a copy of their evidence to the landlord. Accordingly, I cannot consider the tenant's submitted documents in my Decision.

*Preliminary Issue - Burden of Proof*

The landlord must show on a balance of probabilities, which is to say it is more likely than not, that the tenancy should be ended for the reasons identified in the Notice.

*Residential Tenancy Branch Rules of Procedure - Rule 6.6* provides that when a tenant applies to cancel a notice to end tenancy, the landlord must present their evidence first.

Consequently, even though the tenant applied for dispute resolution and is the Applicant, the landlord presented their evidence first.

At the outset, the landlord acknowledged they had not submitted a copy of the Two Month Notice with respect to any of the tenants. I explained to the landlord that the form and content of each of the Notices must comply with section 52 as follows:

**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 discussed at length with the landlord the requirement under section 52 and the landlord's burden of proof in this situation.

I discussed at length with the tenants the requirement to bring separate applications or to properly join applications. I informed the tenants of the requirement to serve evidence.

#### Issue(s) to be Decided

Are the tenants entitled to cancellation of the Two Month Notice and reimbursement of the filing fee?

Is the landlord entitled to an Order of Possession?

#### Analysis

The tenants have improperly brought three applications as one Application for Dispute Resolution. They have not served their evidence.

The landlord submitted no evidence including the Two Month Notice and cannot meet the burden of proof.

I therefore dismiss the landlord's application for an Order of Possession without leave to reapply with respect to all three Notices respecting each tenant.

The Two Month Notices are cancelled and of no effect. The tenancy shall continue until it is ended in accordance with the Act and the tenancy agreement.

As the tenants' application does not comply with the Rules of Procedure, I dismiss their application in its entirety without leave to reapply.

Conclusion

The application is dismissed 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: June 23, 2022

---

Residential Tenancy Branch