



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling two notices to end tenancy - Section 46 and 47;
2. An Order for a rent reduction - Section 65;
3. An Order for repairs - Section 32;
4. An Order restricting the Landlord’s entry - Section 70;
5. An Order for the Landlord to comply - Section 62; and
6. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Parties confirm receipt of each other’s evidence.

Preliminary Matter

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 claims in relation to the rent reduction, repairs, entry and compliance 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 Tenant entitled to a cancellation of the notices to end tenancy?

Background and Evidence

The following are agreed or undisputed facts: the tenancy started on March 1, 2010. Rent of \$1,119.54 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$462.50 as a security deposit. On October 2, 2022 the Landlord gave the Tenant a 10-day notice to end tenancy for unpaid rent dated October 2, 2022 (the "Notice") by posting the Notice on the door of the unit. The Landlord received the unpaid rent set out on the Notice on October 7, 2022.

The Landlord states that on October 14, 2022 the Landlord gave the Tenant a one month notice to end tenancy for cause dated October 14, 2022 (the "Cause Notice") by posting the Cause Notice on the door. The Cause Notice sets out one reason: repeat late rent. The Landlord does not know whether the Cause Notice sets out details for this reason. The Landlord does not have a copy of the Cause Notice.

Analysis

Section 46(a) of the Act provides that within 5 days after receiving a 10 day notice to end tenancy for unpaid rent, the tenant may pay the overdue rent, in which case the notice has no effect. Based on the undisputed evidence that the Tenant paid the rent on October 7, 2022 I find that the Notice no longer has any effect. This Notice is therefore cancelled.

Section 52 of the Act provides that 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.

Where a landlord seeks to end a tenancy for cause the Landlord must provide a completed Residential Tenancy Branch (the “RTB”) approved form to a tenant. This form includes an area for the Landlord to provide details of the reasons for the notice to end tenancy for cause. Based on the Landlord’s evidence that they are unaware of whether the details for the Cause Notice was provided on the Cause Notice, I find that the Landlord has not substantiated that the Cause Notice was not provided in the approved form and that the Cause Notice is effective to end the tenancy. I therefore cancel the Cause Notice and the tenancy continues.

As the Tenant has been successful with its claims to cancel the notices 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.

Conclusion

The Notice and the Cause Notice are cancelled, and the tenancy continues.

This decision is made on authority delegated to me by the Director of the RTB under Section 9.1(1) of the Act.

Dated: February 27, 2023

Residential Tenancy Branch