



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Kirin Investments Ltd.  
and [tenant name suppressed to protect privacy]

## **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 a notice to end tenancy - Section 47; and
2. 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 Tenant confirms receipt of the Landlord’s evidence package. The Landlord states that he only received evidence with the original hearing package from the Tenant. As the matter decided below is not reliant on any of the Tenant’s evidence, I find that the Landlord’s receipt of such evidence is not an issue that requires resolution.

### **Issue(s) to be Decided**

Is the notice to end tenancy effective to end the tenancy?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Is the Tenant entitled to recovery of the filing fee?

### **Background and Evidence**

The following are agreed or undisputed facts: the Parties have two separate tenancy agreements. The first tenancy agreement started March 1, 2022 for rent of \$5,980.00 and this agreement is for the upper part of a house with 6 bedrooms and a maximum of 9 occupants. This is a continuing tenancy. The second tenancy agreement started on June 15, 2022 for rent of \$2,980.00 and this agreement is for a basement suite in the

same house with 4 bedrooms and a maximum of 5 occupants. This is also a continuing tenancy. The Landlord gave the Tenant a two month notice to end tenancy for cause dated February 26, 2023 (the "Notice"). The Notice sets out the address of the rental unit to be vacated as the "whole house".

### Analysis

Section 52(b) of the Act in relation to form and content provides that in order to be effective, a notice to end a tenancy must be in writing and must give the address of the rental unit. As the Notice does not set out the correct address for either of the rental units under separate tenancies, I find that the Notice is not effective to end either tenancy. The Tenant is therefore entitled to a cancellation of the Notice and the tenancy continues. As the Tenant has been successful with its claim to cancel the Notice, 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 the claim.

### Conclusion

The Notice is cancelled, and the tenancy continues. I grant the Tenant an order under Section 67 of the Act for **\$100.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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

Dated: May 23, 2023

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Residential Tenancy Branch