



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OLC, FF

### **Introduction**

This hearing dealt with an application by the tenant for an order directing the landlord to comply with the *Act*.

Both parties attended the hearing and had opportunity to be heard. The landlord acknowledged receipt of evidence submitted by the tenant and stated that he had not served his evidence on the tenant. Accordingly, the landlord's evidence was not used in the making of this decision. Both parties gave affirmed testimony.

At the start of the hearing, I confirmed the correct address of the rental unit and made the appropriate amendment to the file. The tenant also requested the recovery of the filing fee in the event he was successful in this hearing.

### **Issue to be Decided**

Is the landlord acting in a manner that does not comply with the *Act*? Is the tenant in need of an order directing the landlord to comply with the *Act*?

### **Background and Evidence**

The tenancy began on July 01, 2021. The monthly rent is \$1,400.00 payable on the first of each month. On January 28, 2023, the landlord served the tenant with a one month notice to end tenancy for cause. The effective date of the notice is February 28, 2023. The reasons for the notice were not checked off on the notice.

On February 03, 2023, the tenant made this application. The tenant explained that the main purpose of this application was for additional time to find a place to move to.

The landlord testified that the real reason for wanting the tenancy to end was that his son intended to move into the rental unit. The landlord accepted that he had served an inappropriate notice to end tenancy on the tenant.

### **Analysis**

In order to support the notice to end tenancy, the landlord must prove at least one of the grounds alleged, However the landlord did not provide any reasons for wanting the tenancy to end and therefore the notice is void and unenforceable.

The tenant testified that his application was for additional time to find a place to move to. Based on the evidence and testimony of both parties, the notice is set aside, and the tenancy shall continue in accordance with its original terms. An order directing the landlord to comply with the *Act*, is unnecessary.

Since the tenant is successful in his application, I award him the recovery of the filing fee of \$100.00.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy will continue.

The tenant may make a one-time deduction of \$100.00 from a future rent.

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: May 30, 2023

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Residential Tenancy Branch