



Dispute Resolution Services

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DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the Residential Tenancy Act (the "Act") for:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice)
- Cancellation of a One Month Notice to End Tenancy for Cause
- An Order for the landlord to comply with the Act, regulation and/or tenancy agreement

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated claims. I considered only the tenant's request to cancel the 10 Day Notice and the One Month Notice. The tenant's other claim is dismissed with leave to re-apply.

Both the tenant and landlord attended the hearing. As both parties were present, service was confirmed.

Issue(s) to be Decided

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession and a Monetary Order?

Background and Evidence

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

The tenant testified that this tenancy began on April 1, 2018, with a security deposit in the amount of \$450.00 and a pet deposit of \$200.00.

The tenant testified that they have been receiving a rent reduction of \$450.00 a month since October 2020 due to ongoing repairs.

Both parties testified that the tenant has been paying \$450.00 a month in rent.

The tenant testified that there is no outstanding rent.

The tenant testified that they received a text from the landlord dated March 7, 2023, that states that after the roof and refrigerator issues are resolved, the rent will go back to \$900.00. The text was submitted into evidence by the tenant.

The landlord testified that there was a roof leak on October 18, 2023.

The tenant testified that to date there are still ongoing repairs that have not been completed and the repairs to the roof leak have not been completed.

The landlord did not provide the One Month Notice in the approved form. Only the first two pages were provided to the tenant.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Section 47 of the Act states that a landlord may end a tenancy for cause. Section 47 of the Act states that upon receipt of a Notice to End Tenancy For Cause the tenant may, within 10 days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. As the tenant disputed this notice on September 25, 2023, and since I have found that the One Month Notice was served to the tenant on September 22, 2023, I find that the tenant has applied to dispute the One Month Notice within the time frame allowed by section 47 of the Act. I find that the landlord has the burden to prove that they have sufficient grounds to issue the One Month Notice

The tenant testified that they only received the first two pages of the One Month Notice.

The landlord did not provide the One Month Notice in the approved form. By failing to accurately provide the approved form for ending the tenancy as required under section 52 of the Act. I am canceling the notice.

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession and a Monetary Order?

Section 46 of the Act states that upon receipt of a 10 Day Notice, the tenant must, within five days, either pay the full amount of the arrears as indicated on the 10 Day Notice or dispute the 10 Day Notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant(s) do not pay the arrears or dispute the 10 Day Notice they are conclusively presumed to have accepted the end of the tenancy under section 46(5).

I find that the 10 Day Notice was duly served to the tenant on September 14, 2023, and that the tenant had until September 19, 2023, to dispute the 10 Day Notice or to pay the full amount of the arrears.

The tenant is not owing any rent. They received a rent reduction of \$450.00 a month in rent until the repairs are completed.

The tenant testified that the roof leak and other ongoing repairs have not been completed.

The landlord testified that there was a recent roof leak that took place on October 18, 2023.

Conclusion

The tenant's application is granted for cancellation of the landlord's One Month Notice under section 47 of the Act.

The One Month Notice of September 22, 2023, is cancelled and is of no force or effect. This tenancy continues until it is ended in accordance with the Act.

The tenant's application is granted for cancellation of the landlord's 10 Day Notice under section 46 of the Act.

The 10 Day Notice of September 14, 2023, is cancelled and is of no force or effect. This tenancy continues until it is ended in accordance with the Act.

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: November 01, 2023

Residential Tenancy Branch