



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, RP, RR, PSF, MNDC, LRE

### Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order cancelling the landlord's 1 Month Notice to End Tenancy for Cause (the "Notice"), for a monetary order for money owed or compensation for damage or loss, an order requiring the landlord to make repairs, for an order allowing a reduction in rent, an order requiring the landlord to provide services or facilities required by law, and an order suspending or setting conditions on the landlord's right to enter the rental unit.

The parties appeared, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

Thereafter both parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence.

I have reviewed all evidence and testimony before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

As a *preliminary issue*, I have determined that the portion of the tenant's application dealing with a request for orders for repairs, to provide for services or facilities, for a reduction in rent and suspending or setting conditions on the landlord's right to enter the rental unit are unrelated to the primary issue of disputing the Notice. As a result, pursuant to section 2.3 of the Residential Tenancy Branch Rules of Procedure, I have severed the tenant's Application and dismissed that portion of the tenant's request for those orders, with leave to reapply.

The hearing proceeded only upon the tenant's application to cancel a Notice to End Tenancy for Cause.

Issue(s) to be Decided

Should the 1 Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

The undisputed evidence shows that this single room occupancy tenancy began on June 1, 2012, monthly rent is currently \$500, and the tenant paid a security deposit of \$250 at the beginning of the tenancy.

The subject of this remaining dispute is a 1 Month Notice to End Tenancy for Cause. Both parties submitted a copy of the Notice, which was dated March 28, 2013, signed by the landlord, and listed an effective move out date of April 30, 2013; however, the second page of the Notice listing the alleged causes for ending the tenancy was missing.

In response to my question, the landlord said he did serve both pages of the Notice by posting it on the tenant's door, but did not have a second page in the evidence he was viewing during the hearing. Further the landlord could not state the causes which were alleged to be listed, but said that his reasons were listed in his letters also submitted as evidence.

The tenant said that only the first page was served upon him and in response to my question as to how he was aware he was to file an application for dispute resolution as those instructions are contained on the second page, he responded that he knew the procedure due to other Notices issued to him by the landlord.

Analysis

Section 47 (1) of the Residential Tenancy Act allows the landlord to serve a 1 Month Notice to end the tenancy if certain causes listed in this section applies. Those alleged causes are listed on the second page of the 2 page Notice.

Section 52 of the Act states that in order to be effective, a Notice to end the tenancy must be in the approved form. In this case, the 1 Month Notice is a 2 page document and both pages are required to be served upon the tenant as it is the second page which provides the tenant the grounds under which the landlord is seeking to terminate the tenancy.

The purpose of serving documents under the *Act* is to notify the person being served of their breach and notification of their rights under the *Act* in response. The landlord is seeking to end the tenancy and therefore has the burden to serve documents which comply with the requirements of the *Act* and are clear and understood by the respondent.

In this case, the oral and written evidence of both parties shows that the tenant was served with the first page of a 2 page Notice, which I find invalidates the Notice.

Based on the aforementioned, I grant the tenant's application and I find the 1 Month Notice to End Tenancy for Cause dated March 28, 2013, issued by the landlord on that date, to be invalid and of no force or effect, and it is therefore cancelled. This tenancy is to continue until it may otherwise end under the Act.

### Conclusion

The part of the tenant's application seeking cancellation of the 1 Month Notice is granted as I have cancelled the Notice.

The portion of the tenant's application seeking orders for the landlord was severed and dismissed, with 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* and is being mailed to both the applicant and the respondent.

Dated: May 02, 2013

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Residential Tenancy Branch

