



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNE, RP

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants seeking an order cancelling a One Month Notice to End Tenancy For Cause or End of Employment and for an order that the landlord make repairs to the rental unit or property.

Both tenants and the landlord attended the hearing and the landlord was accompanied by 2 Advocates, one of whom observed only and did not take part in the hearing. The landlord and a witness for the landlord each gave affirmed testimony, and the tenants were given the opportunity to question each of them.

Issues to be Decided

Has the landlord established that the One Month Notice to End Tenancy For Cause or End of Employment was issued in accordance with the *Residential Tenancy Act*?

Background and Evidence

The landlord testified that this month-to-month tenancy began on April 1, 2020 and the tenants still reside in the rental unit. Rent in the amount of \$900.00 is payable on the 1st day of each month. Prior to the tenancy the landlord collected a security deposit from the tenants in the amount of \$250.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a basement suite, and the landlord resides in the upper level of the home with another person who rents a bedroom from the landlord. The landlord testified that there is a written tenancy agreement, but a copy has not been provided for this hearing.

The landlord further testified that on July 28, 2020 the landlord posted a One Month Notice to End Tenancy For Cause or End of Employment to the door of the rental unit. A copy of

the first page only of the Notice has been provided as evidence for this hearing. It is dated July 28, 2020 and contains an effective date of vacancy of August 30, 2020.

Previously, on July 8, 2020 the landlord posted a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities to the door of the rental unit, and a copy of the first page only has been provided for this hearing. It is dated July 8, 2020 and contains an effective date of vacancy of July 18, 2020 for unpaid rent in the amount of \$900.00 that was due on July 1, 2020. Rent had been paid for April, May and June, 2020 but were paid late, and the landlord hadn't received any rent for July. The landlord wasn't aware of a prohibition under the *Emergency Act* for issuing notices at that time, and the Notice was retracted.

The landlord's witness testified that she moved in with the landlord on January 1, 2020 and rents a room. The tenants moved into the basement suite in April, 2020.

The tenants were appointed parking at the beginning, and the landlord asked them not to park there, but the witness has not heard any conversations between the parties.

The witness has heard lots of yelling and verbal foul language from the tenants while the witness was in the kitchen. The witness could not hear anything from the bedroom or from outside. The witness has not had any altercations with the tenants in the basement suite.

Analysis

I did not hear any testimony from the tenants.

Where a tenant disputes a notice to end a tenancy given by a landlord, the tenant must provide a copy for the hearing. The tenants have not done so. The *Residential Tenancy Act* specifies how a tenancy ends, and in the case of a One Month Notice to End Tenancy For Landlord's Use of Property, the reason(s) for ending the tenancy is contained on the 2nd of 3 pages. The *Act* also specifies what those reasons can be. If a tenant disputes the reason(s) for issuing it, I must know what the reasons are.

The landlord has provided only page 1 of the 3 page Notice, which does not contain the reason(s) for issuing it. Further, I have heard absolutely no testimony from the landlord or the landlord's witness of any reason the landlord may have for ending the tenancy.

Since the tenants have not provided a copy of the Notice, I dismiss the tenants' application to cancel it.

The *Residential Tenancy Act* also specifies that where I dismiss a tenant's application to cancel a notice to end a tenancy given by a landlord, I must grant an Order of Possession in favour of the landlord, so long as the Notice given is in the approved form. Since no one

has provided a full copy, I cannot be satisfied what was served or if it is in the approved form. Therefore, I decline to issue an Order of Possession in favour of the landlord.

The tenants have also applied for an order that the landlord make repairs to the rental unit or property. The Rules of Procedure require that multiple applications in a single Application for Dispute Resolution be related, and I find that they are not. The tenants' application for an order that the landlord make repairs is dismissed with leave to reapply.

Conclusion

For the reasons set out above, the tenants' application for an order cancelling a One Month Notice to End Tenancy For Cause or End of Employment is hereby dismissed without leave to reapply.

The tenants' application for an order that the landlord make repairs to the rental unit or property is hereby 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*.

Dated: September 25, 2020

Residential Tenancy Branch