



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR, OLC

Introduction

The tenant applied on March 14, 2023 for (i) an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) pursuant to section 46(4)(b) of the *Residential Tenancy Act* (the “Act”); and (ii) an order for the landlord to comply with the Act under section 62 of the Act.

The landlord attended the hearing. No one dialled in on behalf of the tenant during the hearing, which lasted from 9:30 A.M. to 9:46 A.M.

Preliminary Issue - Unrelated Claims

Rules of Procedure 2.3 states that claims made in an application for dispute resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims.

It is my determination that the claim regarding the Notice is not sufficiently related to the tenant’s other claim to warrant that they be heard together. I exercise my discretion to dismiss the tenant’s other claim with leave to reapply and will deal only with the cancellation of the Notice.

Issues

1. Is the tenant entitled to an order cancelling the Notice?
2. If not, is the landlord entitled to an order of possession?

Background and Evidence

In reaching this decision, I have considered all relevant evidence that complied with the *Rules of Procedure*. Only the necessary oral and documentary evidence that helped resolve the issues of the dispute and explain the decision is included below.

The tenancy began September 15, 2022. Rent is \$1,900.00 due on the first day of the month. The landlord currently retains a \$950.00 security deposit. There is a copy of the written tenancy agreement in evidence.

The landlord served the Notice on March 13, 2023 by email and Facebook. Page two of the Notice indicates that the tenant did not pay rent in the amount of \$800.00 that was due on March 1, 2023. The landlord affirmed that the Notice served on the tenant only contained pages 1 and 2 of the RTB-30 Form. Page 3 of the RTB-30 Form was not served on the tenant.

Analysis

Section 52 of the Act provides that, in order for a notice to end tenancy to be effective, it must be in the approved form. As the landlord has affirmed that the landlord did not serve the entire RTB-30 form as part of the Notice, I find that the landlord has not complied with section 52 of the Act. Therefore, I am cancelling the Notice.

Conclusion

The tenant's application is granted and the tenancy shall continue until it is ended in accordance with the Act.

The landlord is reminded that Facebook is not an approved method of service of documents and email is only an acceptable method of service of documents if the tenant purposely provided an email address as an address for service.

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: April 24, 2023