



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (the “*Act*”) by the tenant to cancel a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”).

The tenant, the tenant’s legal advocate, and the landlord attended the hearing. The parties gave affirmed testimony and were provided the opportunity to ask questions during the hearing.

At the outset of the hearing, the parties confirmed that they received evidence from the other party and that they had the opportunity to review that evidence prior to the hearing. I find the parties were sufficiently served in accordance with the *Act* as a result.

Issue to be Decided

- Should the 1 Month Notice be cancelled?

Background and Evidence

A month to month tenancy began on October 1, 2005. A 1 Month Notice dated July 30, 2013 was received by the tenant, which the tenant testified he received two of the four pages indicated on the 1 Month Notice. The tenant disputed the 1 Month Notice on August 1, 2013, within the timeline permitted under section 47 of the *Act*. The 1 Month Notice submitted in evidence is from 2003, and is an outdated 1 Month Notice as a result. The landlord confirmed that he only submitted pages one and two of a four page 1 Month Notice.

Analysis

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

The 1 Month Notice dated July 30, 2013 is from 2003, and is not in the approved form as required by section 52 of the *Act*. Section 52 of the *Act* states:

Form and content of notice to end tenancy

52 In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.**

[emphasis added]

The 1 Month Notice submitted in evidence was missing two of the four pages identified on the 2003 version of the 1 Month Notice submitted in evidence, and does not contain important contact information for the party disputing the notice such as contact information for the Residential Tenancy Branch. In addition, the current approved 1 Month Notice available at www.rto.gov.bc.ca, is a two-page document, and not a four-page document like the 2003 version of the 1 Month Notice issued in the matter before me.

Given the above, **I find** that the landlord issued a 1 Month Notice that was outdated and not in the approved form, pursuant to section 52 of the *Act*. Therefore, **I cancel** the 1 Month Notice dated July 30, 2013 as it is not a valid notice. **I order** the tenancy to continue until ended in accordance with the *Act*. I do not find it necessary to consider the causes listed in the 1 Month Notice as it was not a valid notice.

Conclusion

The 1 Month Notice issued by the landlord dated July 30, 2013, is cancelled.

I order the tenancy to continue until ended in accordance with the *Act*.

For the benefit of both parties, I am including a copy of *A Guide for Landlords and Tenants in British Columbia* with my Decision.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 09, 2013

Residential Tenancy Branch

