



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC MNDC OLC RP PSF LRE LAT RR FF

### 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”), for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for an order directing the landlord to comply with the Act, regulation or tenancy agreement, to make repairs to the unit, site or property, to provide services or facilities required by law, to suspend or set conditions on the landlord’s right to enter the rental unit, to authorize the tenant to change the locks to the rental unit, to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, and to recover the filing fee.

The tenant, an agent for the tenant (the “agent”), 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, all of the tenant’s evidence was excluded from the hearing, as the agent stated that the landlord was served at an address that was not listed on the tenancy agreement as the landlord’s service address, and the landlord testified that she had not received evidence from the tenant. The landlord confirmed that she did not serve evidence in response to the tenant’s application. The parties were reminded that I would accept their oral testimony as evidence during the hearing.

### Preliminary and Procedural Matters

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”). I find that not all the claims in the Application

for Dispute Resolution are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to set aside the 1 Month Notice and the tenant's application to recover the filing fee at this proceeding. The balance of the tenant's application is dismissed, with leave to re-apply.

During the hearing, the landlord provided her new service/mailing address which was confirmed by the agent for the tenant during. As a result, the landlord's service/mailing address was updated in the tenant's application by consent of the parties.

### Issue to be Decided

- Should the 1 Month Notice be cancelled?

### Background and Evidence

The parties agreed that a fixed term tenancy agreement began on October 2, 2013 and is scheduled to revert to a month to month tenancy after March 28, 2014. Monthly rent of \$2,000.00 is due on the first day of each month.

A 1 Month Notice dated December 1, 2013, which according to the agent, was received on December 13, 2013 on the tenant's door. Although neither party submitted a copy of the 1 Month Notice in evidence, the parties agreed that the version of the 1 Month Notice issued by the landlord was a 2003 version. The landlord testified that the effective vacancy date of the 1 Month Notice was two months later, and not one month as would be the case for a 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 December 1, 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 2003 version of the 1 Month Notice is missing important information such as the correct effective date of the 1 Month Notice, and 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](http://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.

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 December 1, 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 cause(s) listed in the 1 Month Notice as it was not a valid notice.

As the tenant's application had merit, **I grant** the tenant the recovery of the **\$50.00** filing fee. **I grant** the tenant a one-time rent reduction in the amount of **\$50.00** in full satisfaction of the recovery of the tenant's filing fee for this application, which the tenant may withhold from a future month's rent.

Conclusion

The 1 Month Notice issued by the landlord dated December 1, 2013, has been cancelled. The tenancy has been ordered to continue until ended in accordance with the *Act*.

The tenant has been authorized a one-time rent reduction of \$50.00 in full satisfaction of the recovery of the \$50.00 filing fee as the tenant's application had merit.

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: February 4, 2014

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Residential Tenancy Branch

