



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OPT

Introduction

This hearing was convened by way of conference call in response to the tenant's application to cancel a One Month Notice to End Tenancy for cause and for an Order of Possession of the rental unit for the tenant.

Service of the hearing documents, by the tenant to the landlords, was done in accordance with section 89 of the *Act*; served by registered mail on March 27, 2015. Canada Post tracking numbers were provided by the tenant in evidence. The landlords were deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The tenant and a legal advocate for the tenant attended the conference call hearing, the tenant gave sworn testimony. There was no appearance for the landlords, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

At the outset of the hearing the tenant advised that she is still residing in the rental unit, and therefore, the tenant withdraws the application for an Order of Possession.

Issue(s) to be Decided

Is the tenant entitled to an Order to cancel the Notice to End Tenancy?

Background and Evidence

The tenant testified that this month to month tenancy started on June 01, 2014. Rent for this unit is \$700.00 per month.

The tenant testified that the landlords served the tenant with a typed letter informing the tenant that she is being evicted by the landlords. The tenant filed her application to dispute the eviction letter and was then subsequently served with a legal One Month Notice to End Tenancy for cause. The tenant has provided a copy of this Notice in documentary evidence.

The One Month Notice was issued on April 01, 2015. The tenant testified that she received it after it was posted to her door. The Notice has an effective date of May 01, 2015. The landlord has not checked any of the reasons on page two of the Notice. The tenant seeks to have the notice cancelled.

Analysis

Having considered the evidence before me I find the landlords eviction letters served to the tenant are not legal notices as required under s. 52 of the *Residential Tenancy Act (Act)* which 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.

Consequently the eviction letters are not on an approved form and do not meet the requirements as a legal and valid notice.

I have also considered the Notice that was served on April 01, 2015. This Notice is on an approved form but the landlords have not included any reasons on the One Month Notice as to why the landlords seek to end the tenancy. In Order for a Notice to be valid it must be complete and the landlords must include a reason on page two of the Notice.

A tenant has a right to know what grounds the landlord has to end the tenancy when a legal One Month Notice is issued so the tenant can put forth evidence to dispute the reason or reasons given.

Consequently I find the tenant's application to cancel the Notice is upheld.

Conclusion

The tenant's application is upheld. The One Month Notice dated April 01, 2015 is cancelled and the tenancy will continue at this time.

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: May 06, 2015

Residential Tenancy Branch

