



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Torrent Real Estate Services
and [tenant name suppressed to protect privacy]

CORRECTION DECISION

Dispute Codes CNC, OLC, RP, PSF

On December 17, 2015, the landlord submitted to the Residential Tenancy Branch an application for correction. In my decision issued on December 7, 2015, I found that the landlord had failed to provide evidence showing that they gave the tenant written notice that he had breached a material term of the tenancy agreement. The landlord claim that a letter dated September 15, 2014 was such a notice.

The letter in question outlined the landlord's displeasure at the way in which the tenant had acted toward the landlord, its employees and Canada Post employees with respect to mail delivery and advised the tenant that this behaviour would no longer be tolerated. The letter quoted section 28 of the Act, which outlines the tenant's right to quiet enjoyment, and stated that the tenant could not disturb the quiet enjoyment of other tenants or "disturb, harass or annoy another occupant of the property, the landlord (including the landlord's agent, hired trades and day to day business contacts) or a neighbour."

The letter on which the landlord wishes to rely as notice of a breach of a material term of the tenancy agreement does not tell the tenant that he has violated a material term of the tenancy agreement but merely quotes a section of the Act which addresses a tenant's rights. Section 47(1)(h) of the Act provides as follows:

47(1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- | | | |
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| 47(1)(h) | the tenant | |
| | 47(h)(i) | has failed to comply with a material term of the tenancy agreement or of a service agreement, and |
| | 47(h)(ii) | has not corrected the situation within a reasonable time after the landlord gives written notice to do so; |

This section of the Act is quite specific in requiring landlords to advise tenants in writing that they have *breached a material term of the tenancy agreement*. It is not in my view sufficient for the landlord to advise the tenant that they have breached a provision of the Act as was the case with the September 2014 letter. Rather, the notice must (1) identify the term of the tenancy agreement which is being breached; (2) advise the tenant that the landlord considers this term to be material; and (3) instruct the tenant to remedy the breach. The September 2014 letter did not meet the requirements of this section and therefore cannot form the basis under which the landlord can end the tenancy under this section.

For these reasons I decline to correct the decision.

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: December 23, 2015

Residential Tenancy Branch

