



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC OLC FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the *Act*") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause ("1 Month Notice") pursuant to section 47; an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; authorization to recover the filing fee for this application from the landlord pursuant to section 72. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. Both parties confirmed receipt of the other's evidentiary submissions for this hearing.

Preliminary Issue

The landlord issued a 1 Month Notice to the tenant on August 17, 2016. She testified that she put the 1 Month Notice through the tenant's mail slot. I find that the 1 Month Notice was served in accordance with section 88(f) and 90 of the *Act*. However, I find that the landlord's 1 Month Notice is incomplete.

Any Notice to End Tenancy must comply with section 52 of the *Act* which outlines the requirements for the form and content of a 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.

The second page of the landlord's 1 Month Notice is not completed. The second page provides boxes to check to indicate the reasons to end the tenancy. The landlord did not check any boxes to indicate the reason to end the tenancy or the details of the Cause for serving the Notice to End Tenancy to the tenant.

Proper preparation of the formal documents with respect to the tenancy is essential to the dispute resolution process. Prior to a dispute resolution hearing, each party must have an opportunity to know the case against them and respond. The landlord did not complete the Notice to End Tenancy form in accordance with section 52(d) of the Act.

Given the landlord's failure to complete the 1 Month Notice and meet the requirements of the Act, I find that the landlord's 1 Month Notice cannot stand. Based on the landlord's failure to provide a reason to end the tenancy in the 1 Month Notice, I find that the tenant's application to cancel the Notice to End Tenancy should be granted.

As the tenant was successful in this application, I find the tenant is entitled to recover the filing fee.

Conclusion

I grant the tenant's application to cancel the notice to end tenancy. The tenancy will continue.

I order that the landlord ensure compliance with the Act.

I allow the tenant to reduce November 2016 rent by \$100.00 to recover the cost of his filing fee.

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: October 19, 2016

Residential Tenancy Branch