



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 by the tenants to cancel a 1 Month Notice to End Tenancy for Cause, (the "Notice"), for a monetary order for money owed or compensation under the Act and to recover the filing fee from the landlord.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions in relation to review of the evidence submissions.

On October 5, 2016, and interim decision was made which should be read in conjunction with this decision.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenants indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant's request to set aside the Notice to End Tenancy. The balance of the tenants' application is dismissed, with leave to reapply.

Issue to be Decided

Should the Notice issued on August 2, 2016.

Background and Evidence

The parties agreed that the Notice was served on the tenants indicating that the tenants are required to vacate the rental unit on September 7, 2016. The Notice does not specify a reason.

Analysis

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

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.

In this case, I have reviewed the Notice. The Notice does not comply with section 52(d) of the Act, as the grounds for ending the tenancy was not listed. I find the Notice is not valid and has no force or effective. Therefore, I grant the tenants' application and cancel the Notice.

The landlord is at liberty to issue a new notice.

As I have found the Notice is not valid. I find the tenants are entitled to recover the filing fee from the landlord. I authorize the tenants a onetime rent reduction from October 2016, rent in the amount of \$100.00 to recover the filing fee from the landlord.

Conclusion

The tenants' application to cancel the Notice is granted. The tenants are authorized a onetime rent reduce in the above amount to recover the filing fee from the landlord.

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 18, 2016

Residential Tenancy Branch

