



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

This hearing dealt with the tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the "*Act*"), seeking to cancel a 1 Month Notice to End Tenancy for Cause dated 11/30/16 (the "1 Month Notice").

The tenant and the landlord attended the teleconference hearing, although the landlord called into the hearing 15 minutes after the hearing began. The parties provided affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me. I have only considered the evidence that was served in accordance with the Rules of Procedure.

### Issue to be Decided

- Should the 1 Month Notice be cancelled?

### Background and Evidence

A copy of the 1 Month Notice was submitted in evidence. The 1 Month Notice is from 2003 and is 14 years old. The 1 Month Notice does not include current information for the tenant on how to dispute the 1 Month Notice and contains outdated contact information for the Residential Tenancy Branch. The landlord also confirmed that the rental unit address was not correct on the 1 Month Notice.

### Analysis

Based on the documentary evidence and the testimony of the parties provided during the hearing, and on the balance of probabilities, I find the following.

**1 Month Notice issued by landlord** – Section 52 of the *Act* applies in this case and 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,
  - (d.1) for a notice under section 45.1 [*tenant's notice: family violence or long-term care*], be accompanied by a statement made in accordance with section 45.2 [*confirmation of eligibility*], and
- (e) **when given by a landlord, be in the approved form.**

[my emphasis added]

In the matter before me, I find the 1 Month Notice to End Tenancy for Cause is invalid as the 1 Month Notice served on the tenant by the landlord is not in the approved form as required by section 52 of the *Act*. I find the 1 Month Notice is 14 years old and is outdated and contains inaccurate information on how to dispute the 1 Month Notice. The *Act* requires that notices to end tenancy issued by the landlord be in the approved form due to the fact that the approved forms contain important information for tenants in relation to their rights and obligations under the *Act*, including but not limited to how the tenant can apply to dispute the notice, and whom to contact if they have questions about the notice.

In addition, I find the 1 Month Notice does not give the correct address of the rental unit which section 52 of the *Act* also requires. As a result of the above, the 1 Month Notice is **cancelled** and is of **no force or effect**. The landlord is reminded that current notices to end tenancy are free and available at: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca) under "Forms". The landlord is also reminded to complete all notices as required by section 52 of the *Act* in the future.

**I ORDER** the tenancy to continue until ended in accordance with the *Act*.

Conclusion

The tenant's application is successful.

The 1 Month Notice issued by the landlord is cancelled and is of no force or effect.

The tenancy shall continue until ended in accordance with the *Act*.

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 17, 2017

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Residential Tenancy Branch