



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC FF

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) under the *Residential Tenancy Act* (the “Act”) by the tenant to cancel a 1 Month Notice to End Tenancy for Cause dated March 15, 2017 (the “1 Month Notice”), and to recover the cost of the filing fee.

The tenant and the landlords attended the teleconference hearing. The parties gave affirmed testimony. I have reviewed all evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither party raised any concerns regarding documentary evidence.

Issue to be Decided

- Should the 1 Month Notice be cancelled?

Background and Evidence

The parties agreed that a month to month tenancy began on October 15, 2016.

The tenant confirmed receiving the 1 Month Notice on March 15, 2017 and disputed the 1 Month Notice the next day on March 16, 2017. The effective vacancy date listed on the 1 Month Notice is March 15, 2017. The landlords failed to include their names in the landlord information section of the 1 Month Notice and also failed to check off at least one cause on the 1 Month Notice.

Analysis

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

The tenant disputed the 1 Month Notice within the ten day timeline provided for under section 47 of the *Act* to dispute a 1 Month Notice. Once a 1 Month Notice is disputed, the onus of proof is on the landlords to prove that the 1 Month Notice is valid. In the matter before me, the landlords failed to include their names as landlords in the landlord information section of the 1 Month Notice. In addition, the landlords failed to check off at least one cause on the 1 Month Notice. As a result, I find the 1 Month Notice fails to comply with section 52 of the *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.**

[My emphasis added]

Based on the above, I find that the landlords failed to fully complete the 1 Month Notice which I find makes the 1 Month Notice invalid and unenforceable. Therefore, **I cancel** the 1 Month Notice dated March 15, 2017 and as a result, the 1 Month Notice **is of no force or effect**.

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

As the tenant's Application was successful, **I grant** the tenant the recovery of the cost of the filing fee in the amount of **\$100.00**. The tenant has been granted a one-time rent reduction from a future month's rent in full satisfaction of the recovery of the cost of the filing fee pursuant to sections 67 and 72 of the *Act*.

Conclusion

The tenant's application is successful.

The 1 Month Notice issued by the landlords dated March 15, 2017, has been cancelled and is of no force or effect.

The tenancy has been ordered to continue until ended in accordance with the *Act*.

The tenant has been granted a one-time rent reduction in the amount of \$100.00 in full satisfaction of the recovery of the cost of the filing fee pursuant to sections 67 and 72 of 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: April 19, 2017

Residential Tenancy Branch