



# Dispute Resolution Services

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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 tenants to cancel a 1 Month Notice to End Tenancy for Cause dated February 28, 2017 (the “1 Month Notice”) and to recover the cost of the filing fee.

The tenants and the landlord attended the teleconference hearing. The parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me. 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.

The landlord confirmed that he did not serve any documentary evidence in response to the tenants’ Application to cancel the 1 Month Notice.

### Issue to be Decided

- Should the 1 Month Notice be cancelled?

### Background and Evidence

The tenants affirmed that they received a 1 Month Notice from the landlord dated February 28, 2017 that did not contain a second page. The second page of the 1 Month Notice is the page that describes the cause(s) alleged by the landlord. In addition, the second page of the 1 Month Notice is the page which provides the important details for the tenant on how to dispute the 1 Month Notice and the timelines under the *Act*.

Analysis

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

Section 52 of the *Act* applies 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, and**
- (e) **when given by a landlord, be in the approved form.**

[My emphasis added]

Based on the above, and given the undisputed evidence before me that the landlord neglected to serve the tenants with the second page of the 1 Month Notice, I find that the 1 Month Notice served on the tenants by the landlord is invalid as it is not in the approved form. The approved form is a two-page document that must be filled out in accordance with section 52 of the *Act* which I find the landlord failed to do. Therefore, I **cancel** the 1 Month Notice dated February 28, 2017 as it is an invalid 1 Month Notice and **is of no force or effect.**

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

As the tenants' application had merit, I find that the tenants are entitled to monetary compensation pursuant to sections 67 and 72 of the *Act*, in the amount of **\$100.00** to recover the cost of \$100.00 filing fee.

**I ORDER** a one-time rent reduction in the amount of **\$100.00** from a future month's rent, in full satisfaction of the tenants' recovery of the cost of the filing fee.

The landlord is **cautioned** to not issue an invalid notice to end tenancy in the future and to comply with section 52 in the future when serving a notice to end tenancy.

All approved forms are available online as a free download at the following website address:

<http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/forms>

### Conclusion

The tenants' application is successful.

The 1 Month Notice dated February 28, 2017 is invalid, 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 tenants have been granted a one-time rent reduction of \$100.00 in full satisfaction of the recovery of the cost of the filing fee as described above.

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 28, 2017

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Residential Tenancy Branch