



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC CNL MNSD OLC LRE FF O

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (the "Application") under the *Residential Tenancy Act* (the "Act"). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") a Two Month Notice to End Tenancy for Landlord's Use of Property (the "2 Month Notice"), for a monetary order for the return of the tenant's security deposit and/or pet damage deposit, for an order directing the landlord to comply with the Act, regulation or tenancy agreement, for an order to suspend or set conditions on the landlords' right to enter the rental unit, to recover the cost of the filing fee and other unspecified relief.

The tenant and landlord R.P. (the "landlord") attended the teleconference hearing. An opportunity to ask questions about the hearing process was provided to the parties. Neither party raised any concerns regarding the service of documentary evidence.

### Preliminary and Procedural Matters

At the outset of the hearing, the parties confirmed that the tenant continues to occupy the rental unit. As a result, I find the tenant's Application for the return of her security deposit and/or pet damage deposit is premature and will not be considered at this time as a result as the tenancy has to end before the tenant make an application for the return of her security deposit and/or pet damage deposit.

In addition, Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside a 1 Month Notice and 2 Month Notice. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to set aside the 1 Month Notice and 2

Month Notice and to recover the cost of the filing fee at this proceeding. The balance of the tenant's Application is dismissed, with leave to re-apply

### Issue to be Decided

- Should the 1 Month Notice and 2 Month Notice be cancelled?

### Background and Evidence

The landlord testified that he did not serve a 1 Month Notice or 2 Month Notice on the approved of forms as required by section 52 of the *Act*. The tenant testified that she received a letter dated April 4, 2017 submitted in evidence which reads in part:

"[Names of Landlords] are giving you notice to leave our premises by June 1, 2017..."

[Reproduced as written with the exception of anonymizing the name of the landlords]

### Analysis

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

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.**

I find that the letter issued by the landlords dated April 4, 2017 is unenforceable and of no force or effect as it is not on the approved form. The landlords are reminded that the approved forms to end a tenancy are located at:

<http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/ending-a-tenancy/landlord-notice>

Given the above, **I ORDER** that the tenancy continue until ended in accordance with the *Act*.

As the tenant was successful with her application, **I authorize** the tenant to deduct \$100.00 from June 2017 rent on a one-time basis pursuant to section 72 of the *Act* in full satisfaction of the recovery of the \$100.00 filing fee.

#### Conclusion

I find the landlords have not issued a 1 Month Notice or 2 Month Notice in the approved form and that the letter dated April 4, 2017 is unenforceable and of no force or effect.

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

The tenant has been authorized to deduct \$100.00 from June 2017 rent on a one-time basis in full satisfaction of the recovery of the \$100.00 filing fee.

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: May 19, 2017

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Residential Tenancy Branch