



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            CNC, RP

### Introduction

The tenant applies to cancel a one month Notice to End Tenancy for cause dated December 1, 2017. She seeks an order that the landlord repair the premises.

The request for repair is a claim unrelated to the cancellation application which is the claim that has caused this matter to be set on a priority basis. Pursuant to Rule 2.3 of the Rules of Procedure I dismiss the tenant's claim for a repair order, with leave to re-apply.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

### Issue(s) to be Decided

Is the Notice a proper Notice given for good reason?

### Background and Evidence

The rental unit is rooming house. The tenant's rental unit/bedroom is one of seven in the home. She shares a kitchen, two bathrooms and the common areas with other tenants of the landlord.

The tenancy started a year ago. The monthly rent is \$400.00. The landlord holds a \$200.00 security deposit.

The Notice in question has been given claiming that the tenant or person permitted on the property by her is significantly interfering with or unreasonably disturbing other occupants or the landlord or is seriously jeopardizing the health, safety or lawful right of another occupant or the landlord. Further it claims that the tenant has engaged in illegal activity that adversely affects the quiet enjoyment, security, safety or physical well being of another occupant.

Under s. 47 of the *Residential Tenancy Act* (the “Act”), proof of any of these claims is a lawful ground for eviction.

The Notice form contains an area marked “DETAILS OF CAUSE” where a landlord is required to set out the particulars of the grounds claimed. That area has been left blank on the form in question in this dispute.

The landlord has filed some evidence seven days before the hearing giving an idea of the details of the grounds upon which he gave the tenant the Notice. The tenant received this documentation six days before the hearing.

### Analysis

On this evidence the Notice must be cancelled. A landlord giving a Notice must give a Notice “in the approved form” according to s.52 of the *Act*. A Notice that fails to contain any details of the dispute is not in compliance.

On occasion such a failure may be cured if the landlord contemporaneously provides the tenant with written details, thus permitting her to determine whether to challenge the Notice or not.

In this case, those details were only provided to the tenant six days before the hearing. That is not sufficient.

### Conclusion

The Notice to End Tenancy for cause dated December 1, 2017 is cancelled.

This decision was rendered orally at hearing 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: January 17, 2018

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Residential Tenancy Branch