



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      CNC

### Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) filed under the *Residential Tenancy Act* (the “Act”), seeking cancellation of a One Month Notice to End Tenancy for Cause (the “One Month Notice”).

I note that section 55 of the *Act* requires that when a tenant submits an Application seeking to cancel a notice to end tenancy issued by a landlord, I must consider if the landlord is entitled to an order of possession if the Application is dismissed and the landlord has issued a notice to end tenancy that is compliant with section 52 of the *Act*.

The hearing was convened by telephone conference call and was attended by the Tenant, the Tenant’s assistant (the “Assistant”) and the Landlord, all of whom provided affirmed testimony. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. Neither party raised any concerns regarding the service of documentary evidence.

I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Residential tenancy Branch Rules of Procedure (the “Rules of Procedure”). However, I refer only to the relevant facts and issues in this decision.

At the request of the parties, copies of the decision and any Orders issued in their favor will be mailed to them at the addresses provided in the hearing.

### Preliminary Matters

At the outset of the hearing the Landlord stated that he intended to call three witnesses and confirmed that the witnesses were outside the door and could therefore not hear the proceedings. I advised the Landlord that the witnesses would remain excluded from the proceedings unless called to provide testimony in the hearing; however, it was not necessary to call the witness.

### Issue(s) to be Decided

Is the Tenant entitled to an Order cancelling the One Month Notice?

If the Tenant is unsuccessful in cancelling the One Month Notice, is the Landlord entitled to an Order of Possession Pursuant to section 55 of the *Act*?

### Background Evidence and Analysis

While I accepted some testimony from both parties regarding this Application, ultimately I find that the Notice does not comply with section 52 of the *Act* as the signature date is illogical, the effective vacancy date is illegible and the One Month Notice does not contain any reasons for serving the One Month Notice or ending the tenancy. I also find that the lack of reasons given by the Landlord for serving the One Month Notice and ending the tenancy cannot reasonably be amended under section 68 of the *Act* as the tenant testified she did not know why the One Month Notice was served and it is unreasonable under the circumstances to infer that she could reasonably have known this information. Further to this, I find that by failing to provide any reasons for ending the tenancy on the One Month Notice, the Landlord left the Tenant unable to properly understand the case against her or to prepare evidence in her defense, which is a breach of the fundamental principles of natural justice, procedural fairness, and the dispute resolution process.

Based on the above, I Order that the One Month Notice be cancelled and of no force or effect. I also Order that the tenancy continue until it is ended in accordance with the *Act*.

### Conclusion

The Tenant was successful in their Application and I therefore Order that the One Month Notice is cancelled. As a result, I Order that the tenancy continue until it is ended in accordance with the *Act*.

This decision 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 22, 2018

---

Residential Tenancy Branch