



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47; and
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As the tenant who attended this hearing (the tenant) confirmed that they received the 1 Month Notice from the landlord on May 3, 2018, I find that the tenants were duly served with this Notice in accordance with section 88 of the *Act*. As the landlord confirmed that on May 28, 2018, the landlord received a copy of the tenants' dispute resolution hearing package, which the tenant testified they sent by registered mail on May 25, 2018, I find that the landlord was duly served with this package in accordance with section 89 of the *Act*. Since both parties confirmed that they had received one another's written evidence, I find that the written evidence was served in accordance with section 88 of the *Act*.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession? Are the tenants entitled to recover the filing fee for this application from the landlord?

Background and Evidence

This month-to-month tenancy began on April 1, 2017. Monthly rent is set at \$3,000.00, payable by the 31st or last day of each month. The landlord continues to hold the tenants' \$1,500.00 security deposit paid on July 1, 2017.

The parties entered into written evidence a copy of the landlord's April 29, 2018 email, which the landlord maintains he also handed to the tenant on April 30, 2018. This email referred to a 1 Month Notice, which the landlord was issuing to the tenants to obtain an end to this tenancy for cause by May 31, 2018.

The parties agreed that the landlord did not complete the second page of the 1 Month Notice, so no written reason was provided on the 1 Month Notice for ending this tenancy. The parties entered into written evidence a copy of this incomplete 1 Month Notice.

Analysis

Based on undisputed testimony of the parties and the written copy of the 1 Month Notice entered into written evidence, I find that the tenants were served with the Notice to End Tenancy. I find that the 1 Month Notice does not comply with the form and content provisions of section 52 of the *Act*, which states that the Notice 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.

The landlord's email of April 29, 2018 does not comply with the requirement that a notice to end a tenancy be on the approved form. While the landlord did provide the tenant with a 1 Month Notice on an approved form, the landlord failed to identify any reason for ending this tenancy on page 2 of that approved form. For that reason, I find that the 1 Month did not comply with section 52(d) of the *Act*, and as such, forms no valid basis for ending this tenancy.

For these reasons, I allow the tenants' application to cancel the landlord's 1 Month Notice. Since the tenants were successful in their application, I allow them to recover their \$100.00 filing fee from the landlord.

Conclusion

I allow the tenants' application to cancel the 1 Month Notice, which is of no force or effect. This tenancy continues until ended in accordance with the *Act*.

To comply with my order that the tenants recover their \$100.00 filing fee from the landlord, I order the tenants to withhold \$100.00 from their next scheduled rent payment for this tenancy. This is a one-time reduction in monthly rent, which reverts to its normal rate once this filing fee has been recovered by the tenants.

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: June 18, 2018

Residential Tenancy Branch