



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDCT, OLC, RP, LRE, RR, O

This hearing dealt with the tenant's Application for Dispute Resolution ("application") under the *Residential Tenancy Act* ("Act"), seeking to cancel a 1 Month Notice to End Tenancy for Cause dated that was undated ("1 Month Notice"), for an order directing the landlord to comply with the Act, regulation or tenancy agreement, for a monetary order of \$415.00 for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for a rent reduction, for general repairs to the unit, site or property, and for an order to suspend or set limits on the landlord's right to enter the rental unit.

The tenant, a witness for the tenant who did not testify and the landlord attended the teleconference hearing. The tenant and landlord ("parties") provided affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me. The parties were also provided an overview of the hearing process. I have only considered the evidence that was served in accordance with the Rules of Procedure.

Neither party raised any concerns regarding the service of documentary evidence.

Preliminary and Procedural Matters

The parties confirmed their email addresses at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to both parties.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure ("rules") authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the application, the most urgent of which is the application to set aside the 1 Month Notice. I find that not all the claims on this application 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 at this proceeding. The balance of the tenant's application is **dismissed, with leave to re-apply**

Issues to be Decided

- Should the 1 Month Notice be cancelled?

Background and Evidence

A copy of the 1 Month Notice was submitted in evidence. According to the 1 Month Notice submitted in evidence and the parties, the landlord neglected to date the 1 Month Notice in term of the date the 1 Month Notice was issued and the date it was served. In addition, the landlord confirmed that he did not fill out the “Details of Cause(s)” section of the 1 Month Notice to explain the details of the two causes listed on the 1 Month Notice. On the 1 Month Notice under “Details of Cause(s)” it indicates that the RTB may cancel the notice if details are not provided.

The effective vacancy date listed on the 1 Month Notice was May 31, 2018. The tenant disputed the 1 Month Notice on May 8, 2018.

Analysis

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

1 Month Notice issued by landlord – Section 52 of the *Act* applies in this case 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**,
- (d.1) for a notice under section 45.1 [*tenant's notice: family violence or long-term care*], be accompanied by a statement made in accordance with section 45.2 [*confirmation of eligibility*], and
- (e) **when given by a landlord, be in the approved form**.

[My emphasis added]

In the matter before me, I find the 1 Month Notice does not comply with section 52 of the *Act* and is invalid as it is not dated by the landlord and does not state the “Details of Cause(s)” portion which would set out the specific allegations of both causes listed by the landlord on the 1 Month Notice. Therefore, I find the 1 Month Notice is not valid as it is missing necessary information and was not completely in full by the landlord. The *Act* requires that notices to end tenancy issued by the landlord be in the approved form due to the fact that the approved forms contain all of the required information a tenant would require to dispute the notice if necessary.

As a result of the above, **I cancel** the undated 1 Month Notice and find that it is of **no force or effect**. The landlord is also reminded to complete all notices as required by section 52 of the *Act* in the future.

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

Conclusion

The tenant’s application is successful.

The undated 1 Month Notice issued by the landlord is cancelled and is of no force or effect. The tenancy shall continue until ended in accordance with the *Act*.

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: June 28, 2018

Residential Tenancy Branch