



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, ERP

This hearing dealt with the tenants' Application for Dispute Resolution ("application") under the *Residential Tenancy Act* ("Act") seeking to cancel a 1 Month Notice to End Tenancy for Cause dated May 24, 2018 ("1 Month Notice") and for an order for emergency repairs for health or safety reasons.

The tenants, a tenant advocate ("advocate"), a translator for the tenants, the landlord, a building manager for the landlord and a witness for the landlord who did not testify attended the teleconference hearing. The 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 to ask questions during the hearing. 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 tenants indicated two matters of dispute on their application, the most urgent of which is the application to set aside the 1 Month Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenants' request to set aside the 1 Month Notice at this proceeding. The balance of the tenants' 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 fill out the details of the cause listed for repeated late payment of rent. On the 1 Month Notice under “Details of Cause(s)” it indicates that the RTB may cancel the notice if details are not provided.

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 to End Tenancy for Cause does not state the entire grounds for ending the tenancy as even though the landlord indicated four causes, the landlord neglected to fill out the “Details of Cause(s)” portion which would set out what the causes relate to which is required for the tenant to be aware of

what those details are so they are in a position to submit rebuttal evidence prior to the hearing, not at the hearing. Otherwise, I find the tenant is prejudiced by not having the ability to submit rebuttal evidence in response to the details of each cause listed. 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, the 1 Month Notice is **cancelled** and 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 tenants' application is successful.

The 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: July 18, 2018

Residential Tenancy Branch