



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DELANEY PROPERTIES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

This hearing dealt with the tenant's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act") to cancel a 1 Month Notice to End Tenancy for Cause dated November 27, 2018 ("1 Month Notice").

The tenant, a tenant support person CJ ("tenant support") and an agent for the landlord MG ("agent") 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 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 Matter

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.

### Issue 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 to support the allegation by the landlord that the tenant has allowed an unreasonable number occupants in the unit/site. 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 landlord has not included the amount of occupants that is being alleged as unreasonable nor has the landlord included any additional supporting information such as witnesses, dates, etc.

### 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.

[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 the “tenant has allowed an unreasonable number occupants in the unit/site” cause, the landlord neglected to fill out the “Details of Cause(s)” portion which would set out the number of occupants that is being alleged as unreasonable, nor has the landlord included any additional supporting information such as witnesses, dates, etc. Therefore, I find the 1 Month Notice is not valid as it is missing necessary information and was not completely fully 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 fully 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 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: January 18, 2019

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Residential Tenancy Branch