



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

CNC OLC

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause dated either January 21, 22 or 23, 2019 ("1 Month Notice") in which the three dates will be addressed further below. The tenant has also applied for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement.

The tenant, tenant youth care worker, the boyfriend of the tenant and the landlord attended the teleconference hearing. The parties were affirmed, the hearing process was explained to the parties, and an opportunity to ask questions about the hearing process was provided to the parties. Neither party raised any concerns regarding the service of documentary evidence.

I have reviewed all oral and documentary evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matter

The tenant confirmed their email address at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to the tenant and sent by regular mail to the landlord as the landlord did not have an email address to provide.

### Issues to be Decided

- Should the 1 Month Notice be cancelled?
- Should the landlord be ordered to comply with the *Act*, regulation or tenancy agreement?

### Background and Evidence

A month to month tenancy began on December 20, 2018. A copy of the tenancy agreement was submitted in evidence.

At least two copies of the 1 Month Notice were submitted in evidence. The tenant's version is dated January 21 and 22, 2019, with the 21 being crossed-out. The landlord's copy submitted is dated January 23, 2019. Regardless of either of the dates of the 1 Month Notice, the tenant disputed the 1 Month Notice on time and as a result, I do not find it necessary to make a determination on which of the three dates is correct.

The rental unit address is incorrect and is listed as the landlord's address instead. In addition, the landlord used a 1 Month Notice form dated 2011/03 which is not current and is missing the "Details of Cause(s)" section on the prescribed form.

### Analysis

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

Section 52 of the *Act* applies 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, and

- (e) **when given by a landlord, be in the approved form.**

Emphasis added

Firstly, section 47 of the *Act* allows a tenant 10 days to dispute a 1 Month Notice and I find the tenant did apply within the 10 day timeline. I find that the 1 Month Notice before me is invalid for two reasons. Firstly, the 1 Month Notice contains the incorrect rental unit address. Secondly, the 1 Month Notice is an outdated version from 2011 and is missing critical information which is the

“Details of Cause(s)” section, which provides the tenant the specific details of the alleged the cause(s) to end the tenancy. As such, I cancel the 1 Month Notice for the reasons stated above.

The landlord is reminded that the approved forms to end a tenancy are located at:

<http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/ending-a-tenancy/landlord-notice>

Given the above, I find the 1 Month Notice is of no force or effect.

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

I dismiss the tenant’s application for the landlord to comply with the *Act*, regulation or tenancy agreement as the tenant is simply restating that the 1 Month Notice is invalid.

#### Conclusion

The tenant’s application to cancel the 1 Month Notice is successful.

The 1 Month Notice is cancelled and is of no force or effect.

The landlord is reminded to use current prescribed forms available at the website link listed above in the future.

The tenancy shall continue until ended in accordance with the *Act*.

This decision will be emailed to the tenant and sent by regular mail to the landlord.

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: March 15, 2019

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Residential Tenancy Branch