



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC OLC LRE FFT

### Introduction

This hearing was convened as a result of the tenants' Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The tenants applied to cancel a 1 Month Notice to End Tenancy for Cause dated May 6, 2019 ("1 Month Notice"), for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, for an order to suspend or set conditions on the landlord's right to enter the rental unit, and to recover the cost of the filing fee.

Tenant SLLP ("tenant"), the landlord BM, and a manager of the company that owns the rental building, TL 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 Matters

Rule 2.3 of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules") authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenants indicated several matters of dispute on the application, the most urgent of which is the application to cancel 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 cancel the 1 Month

Notice and the tenants' application to recover the cost of the filing fee at this proceeding. The balance of the tenants' application is dismissed, with leave to re-apply.

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 the parties at the email addresses confirmed during the hearing.

### Issues to be Decided

- Should the 1 Month Notice be cancelled?
- Are the tenants entitled to the recovery of the cost of the filing fee under the *Act*?

### Background and Evidence

A copy of the tenancy agreement was not submitted in evidence. The parties agreed that a fixed-term tenancy began in July 2017 and reverted to a month to month tenancy as of July 2018. Monthly rent of \$820.00 is due on the first day of each month.

The tenant confirmed that she was served with the 1 Month Notice dated May 6, 2019 on May 6, 2019. A copy of the 1 Month Notice was submitted in evidence. The 1 Month Notice lists two causes; however, is an outdated 1 Month Notice that is missing the "Details of Cause" section the current prescribed 1 Month Notice form. The effective vacancy date listed on the 1 Month Notice is June 30, 2019.

### 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 tenants 10 days to dispute a 1 Month Notice and I find the tenants did apply within the 10 day timeline by disputing the 1 Month Notice on the same day they were served the 1 Month Notice, May 6, 2019. Secondly, I find that the 1 Month Notice before me is invalid as the 1 Month Notice is an outdated version 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 online 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*.

As the tenants' application had merit, I grant the tenants the recovery of the \$100.00 filing fee. **I authorize** the tenants a one-time rent reduction in the amount of **\$100.00** from July 2019 rent in full satisfaction of the recovery of the cost of the filing fee, pursuant to sections 67 and 72 of the *Act*.

### Conclusion

The tenants' 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*.

The tenants have been authorized a one-time rent reduction in the amount of \$100.00 from July 2019 rent in full satisfaction of the recovery of the cost of the filing fee, pursuant to sections 67 and 72 of the *Act*.

This decision will be emailed to the parties.

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 14, 2019

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Residential Tenancy Branch