



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL

### Introduction

This hearing dealt with an Application for Dispute Resolution (“application”) seeking remedy under the *Residential Tenancy Act* (“Act”) by the tenant to cancel a 4 Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit dated May 5, 2019 (“4 Month Notice”).

The tenant, two legal advocates for the tenants (“advocates”), a student observer for the advocates, the landlord, and an agent for the landlord (“agent”) attended the teleconference hearing. The parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

As the landlord did not upload their documentary evidence to the dispute resolution portal, the landlord was advised that I could not consider any documentary evidence from the landlord as the landlord did not served the Residential Tenancy Branch (“RTB”) with any documentary evidence. The landlord confirmed having been served with and having the opportunity to review the tenant’s documentary evidence served upon them.

### 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 4 Month Notice be cancelled or upheld under the *Act*?

### Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed-term tenancy began on October 15, 2017 and reverted to a month to month tenancy after October 15, 2018. The monthly rent was originally \$1,200.00 per month and due on the first day of each month. The rent has been increased during the tenancy and is currently \$1,500.00 per month.

Regarding the 4 Month Notice, the tenant confirmed that she received the 4 Month Notice on May 7, 2019. The tenant disputed the 4 Month Notice on June 4, 2019.

The landlord neglected to check off one of the reasons on the 4 Month Notice and also did not indicate whether permits were or were not required.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows.

For the benefit of both parties, section 52 of the *Act* 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]

A list of the approved RTB forms is available on the RTB website at:

<https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/forms>

Based on the landlord neglecting to fill check off one of the six boxes listed as the reason why the landlord is ending the tenancy, I find the landlord has issued a 4MN that does not comply with section 52 of the *Act* as it was not completed in full. In addition, I find the landlord failed to indicate whether a permit was or was not required.

As a result, I cancel the 4 Month Notice as I find that the 4 Month Notice does not comply with section 52 of the *Act*. **I caution** the landlord to not issue another notice to end tenancy without fully completing the notice in full pursuant to sections 52 and 62(3) of the *Act*.

Based on the above, I order the tenancy to continue until ended in accordance with the *Act*.

### Conclusion

The 4 Month Notice dated May 5, 2019 is cancelled and is of no force or effect.

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

This decision will be emailed to the parties as indicated above.

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 15, 2019

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Residential Tenancy Branch