



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, FF

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 46; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the notice to end tenancy effective to end the tenancy?

Is the Tenant entitled to recovery of the filing fee?

### Background and Evidence

The following are agreed facts: The tenancy under written agreement started on June 1, 2016. At the outset of the tenancy the Landlord collected \$450.00 as a security deposit. Rent of \$900.00 is payable on the first day of each month. The Landlord served the Tenant with a notice to end tenancy (the “Notice”). Each Party uploaded a copy of the same Notice for this dispute. The Notice was approved by the Residential Tenancy Branch (the “RTB”) in 1998, as noted on the bottom of the Notice. The Notice contains outdated and no longer used information on, inter alia, RTB contacts. The Notice does not include an area to set out details of the reasons for ending the tenancy

and indicates that it is being used to end the tenancy for cause. The Tenant applied to cancel to a notice to end tenancy for unpaid rent.

### Analysis

Section 52(e) of the Act provides that in order to be effective, a notice to end a tenancy must be in writing and must, when given by a landlord, be in the approved form. As the Notice is over 10 years old, is not the most recent approved form provided by the RTB and was clearly confusing to the Tenant in relation to the reason for ending the tenancy, I find that the Notice is not effective to end the tenancy. The tenancy therefore continues.

As the Tenant has been successful in continuing the tenancy I find that the Tenant is entitled to recovery of the \$100.00 filing fee and the Tenant may deduct this amount from future rent payable in full satisfaction of the claim.

### Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$100.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the RTB under Section 9.1(1) of the Act.

Dated: August 26, 2019

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Residential Tenancy Branch