



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0781178 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

On May 10, 2019, the Tenant applied for a Dispute Resolution proceeding seeking to cancel a One Month Notice to End Tenancy for Cause (the "Notice") pursuant to Section 47 of the *Residential Tenancy Act* (the "Act").

The Tenant attended the hearing with M.B. as his advocate. L.C. and D.D. attended the hearing as agents for the Landlord. All in attendance provided a solemn affirmation.

The Tenant confirmed that he served the Landlord the Notice of Hearing package by registered mail on May 10, 2019 and the Landlord confirmed that he received this package. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was served the Notice of Hearing package.

The Tenant advised that he did not submit any evidence for consideration on this file.

The Landlord advised that they served the Tenant their evidence personally on or around two weeks ago and the Tenant confirmed that he received this evidence. As this complies with the time frame requirements for service under Rule 3.15 of the Rules of Procedure, I have accepted this evidence submitted and it will be considered when rendering this decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

I note that Section 55 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a Landlord, I must consider if the Landlord is entitled to an order of possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that complies with the *Act*.

Issue(s) to be Decided

- Is the Tenant entitled to have the Landlord's Notice cancelled?
- If the Tenant is unsuccessful in cancelling the Notice, is the Landlord entitled to an Order of Possession?

Background, Evidence, and Analysis

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on or around January 2018. Rent was currently established at \$450.00 per month, due on the first of each month. A security deposit of \$225.00 was paid.

The Landlord advised that the Tenant was served the Notice on April 30, 2019 by being posted on the Tenant's door. The Tenant advised that he received this Notice on April 30, 2019. The Landlord did not fill in the effective date of the Notice box.

The reason the Landlord served the Notice is because the "Tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk." However, the Landlord did not fill out any information in the Details of Cause(s) box to describe why this Notice was served. I find it important to note that this box prompts the Landlord to "Include any dates, times, people or other information that says who, what, where and when caused the issue. The RTB may cancel the notice if details are not described. Attach separate sheet(s) if necessary (signed and numbered)."

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this decision are below.

Section 52 of the *Act* requires that any notice to end tenancy issued by a Landlord must be signed and dated by the Landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

With respect to the Notice served to the Tenant on April 30, 2019, I have reviewed this Notice to ensure that the Landlord has complied with the requirements as to the form and content of Section 52 of the *Act*. Both parties confirmed that the Landlord did not include an effective date on the Notice, and the Tenant advised that he was not aware of when he was required to vacate.

Furthermore, in reviewing this Notice, while I am satisfied that the Landlord has chosen a box indicating why the Notice was served, I find it important to note that the Details of Cause box has been left blank. The importance of information in this box is to provide the Tenant with the specific reasons or incidents which precipitated issuance of the Notice. Without this, the Tenant does not know why the Notice has specifically been issued.

When reviewing the totality of the evidence, I am not satisfied that the Tenant was provided with a specific, detailed reason why the Notice was served when it was served. Based on the principles of natural justice and administrative fairness, a party must be provided the details of the dispute so that they have an opportunity to know the case against them to formulate a defence. As this has not been provided to the Tenant, either in the Notice or promptly after the Notice was served, and as there is no effective date on the Notice, I am not satisfied of the validity of the Notice as I do not find that it complies with Section 52 of the *Act*. Therefore, I find that the Notice of April 30, 2019 is of no force and effect.

Conclusion

Based on the above, I hereby order that the One Month Notice to End Tenancy for Cause of April 30, 2019 to be cancelled and of no force or effect. This tenancy continues until ended in accordance with the *Act*.

This decision 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 24, 2019

Residential Tenancy Branch