



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Abougoush Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC FF

### Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution. The participatory hearing was held on September 5, 2019. The Tenants applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- cancellation of the Landlord's 1 Month Notice to End Tenancy for Cause pursuant to section 47 (the Notice); and,
- authorization to recover the filing fee for this application from the Landlord pursuant to section 72.

Both parties attended the hearing and provided testimony. All parties were given a full opportunity to be heard, to present evidence and to make submissions.

Both parties confirmed receipt of each other's evidence, and the Landlord confirmed receipt of the Tenants' Notice of Hearing.

I have reviewed all oral and written 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.

### Issue(s) to be Decided

- Are the tenants entitled to have the Notice cancelled?
  - If not, is the landlord entitled to an Order of Possession?
- Are the tenants entitled to recover the filing fee for this application from the landlord?

### Background, Evidence and Analysis

In the matter before me, the Landlord has the onus to prove that the reason in the Notice is valid.

The Tenant stated that she received the Notice on June 28, 2019. The Notice indicates multiple reasons for ending the tenancy on the second page.

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.

In this case, I note that the Landlord put two different rental addresses for two separate apartments on the same Notice. The Landlord stated that the Tenant of unit 206 lives in that rental unit with other people. The Landlord also explained that the Tenant of unit 206 has a son who lives with someone else in unit 103. The Landlord is seeking to end both tenancies and issued the same Notice to do so (listing both rental units). I find the Notice issued by the Landlord is invalid, as the Landlord is not entitled to issue a Notice to End Tenancy for Cause to multiple rental units, using the same form. I find the Notice does not comply with the form and content requirements under section 52 of the *Act*.

In light of the above, I grant the Tenants' request that I cancel the Notice. Accordingly, the tenancy continues at this time and until such time it legally ends.

It is important to note that I have made no finding as to whether the landlord has a basis under the *Act* for ending the tenancy. The landlord remains at liberty to re-issue a Notice to End Tenancy for each rental unit should the landlord decide to pursue eviction.

As the Tenants were substantially successful with their application, I grant the recovery of the filing fee against the Landlord. The Tenant may deduct the amount of \$100.00 from 1 (one) future rent payment.

### Conclusion

The Notice issued from June 28, 2019, has been cancelled and the tenancy continues at this time.

I have made no finding as to whether there were sufficient grounds for eviction and the landlord is at liberty to re-issue a notice to end tenancy if the landlord so chooses.

The Tenant may deduct the amount of \$100.00 from 1 (one) future rent payment.

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: September 05, 2019

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Residential Tenancy Branch