



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TENA HUTCHINSON & PAT HUTCHINSON and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This matter dealt with an application by the Tenant to cancel a 1 Month Notice to End Tenancy for Cause.

At the start of the hearing the Arbitrator questioned the Landlord why there was no reason checked off on page two of the 1 Month Notice to End Tenancy for Cause dated August 1, 2019.

The Landlord said she was not sure which reason/box applied to this situation as the Tenant has two cars parked at the rental unit and the tenancy agreement state one car per tenant. The Landlord said she wrote a description of the problem but did not check off a reason on page two of the Notice to End Tenancy.

The Arbitrator said if the Tenant has broken a term of the tenancy agreement the Landlord should indicate/check off on the Notice to End Tenancy for Cause that a material term of the tenancy has been breached. Further if no reason is checked off the Respondent/Tenant does not know how to defend their position.

Section 52 of the Act says:

Form and content of notice to end tenancy. **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,

(d.1)for a notice under section 45.1 [tenant's notice: family violence or long-term care], be accompanied by a statement made in accordance with section 45.2 [confirmation of eligibility], and

(e)when given by a landlord, be in the approved form.

Consequently as there is no reason/grounds indicated on page two of 1 Month Notice to End Tenancy for Cause dated August 1, 2019 the Notice is not valid. I cancel the 1 Month Notice to End Tenancy for Cause dated August 1, 2019 and order the tenancy to continue as agreed in the tenancy agreement.

Conclusion

The 1 Month Notice to End Tenancy for Cause dated August 1, 2019 is cancelled and I order the tenancy to continue as agreed in the tenancy agreement.

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: October 08, 2019

Residential Tenancy Branch