



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CORNERSTONE PROPERTIES
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, RP

Introduction

This hearing was convened as the result of the tenant's application for dispute resolution under the Residential Tenancy Act ("Act"). The tenant applied for an order cancelling the landlord's One Month Notice to End Tenancy for Cause (the "Notice") and an order requiring the landlord to make repairs to the rental unit.

The tenant and the landlord's agent, (hereafter, "landlord") attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, no issues were raised regarding service of the application or the other's evidence.

I have reviewed all relevant evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (the "Rules"); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary matter-

I have determined that the portion of the tenant's application dealing with a request for an order for repairs to the rental unit is unrelated to the primary issue of disputing the Notice. As a result, pursuant to section 2.3 of the Rules, I severed the tenant's Application and dismissed that portion, **with leave to reapply**.

Issue(s) to be Decided

Is the tenant entitled to cancellation of the landlord's Notice?

Background and Evidence

The tenant submitted a copy of the Notice.

According to the Notice provided and confirmed at the hearing, the landlord neglected to sign the document and to fill out the details of the cause listed for repeated late payment of rent and significantly interfering with or unreasonably disturbing another occupant or the landlord.

On the Notice under “Details of Cause(s)” on the second page, it indicates that the RTB may cancel the notice if details are not provided.

Analysis

After reviewing the relevant evidence, I provide the following findings, based upon a balance of probabilities:

1 Month Notice issued by landlord – Section 52 of the Act applies in this case and 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,**

(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.**

[My emphasis added]

In the matter before me, I find the Notice is not signed by the landlord and does not provide the entire causes for ending the tenancy.

The landlord indicated the “repeated late payment of rent” and “the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord” as the causes; however, the landlord neglected to fill out the “Details of Cause(s)” portion.

This portion of the Notice would set out which dates the tenant was allegedly late paying rent and details of the alleged interference or disturbance by the tenant so that the tenant is made aware of what the full details of the cause are when applying to dispute the Notice and to be able to provide rebuttal evidence, if any.

The Act requires that notices to end tenancy issued by the landlord be in the approved forms due to the fact that the approved forms contain all of the required information a tenant would require to dispute the Notice, if necessary.

Therefore, I find the Notice is not effective as it was not signed and it was missing necessary and required information.

As a result, I order the landlord’s 1 Month Notice to End Tenancy for Cause dated August 28, 2019, be cancelled and be of no force and effect. I order that the tenancy continue until ended in accordance with the Act.

Conclusion

The tenant’s application seeking cancellation of the Notice is successful as the Notice issued by the landlord is cancelled and is of no force or effect.

The portion of the tenant's application for an order for repairs was severed and dismissed, with leave to reapply.

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 28, 2019

Residential Tenancy Branch