



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause pursuant to section 47 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant attended with an advocate.

As both parties were present, service of documents was confirmed. The landlord confirmed receipt of the tenant's Notice of Dispute Resolution Proceeding package and evidence. Based on the undisputed testimonies of the parties, I find that the landlord was served with the documents for this hearing in accordance with sections 88 and 89 of the *Act*. The landlord did not submit any evidence in this matter.

### Preliminary Issue – Form and Content Requirements for the Notice to End Tenancy

As set out in the Residential Tenancy Branch Rules of Procedure 6.6 and as I explained to the parties in the hearing, if the tenant files an application to dispute a notice to end tenancy, the landlord bears the burden to prove the grounds for the notice. Further to this, in order for the landlord to obtain an Order of Possession, section 55 of the *Act* requires that the notice is on the approved form and compliant with section 52 of the *Act*.

Section 52 of the *Act* requires that:

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]**

A copy of the landlord's "30 day notice" was submitted into documentary evidence. I have reviewed the landlord's Notice and I find that the notice does not comply with the form and content requirements of section 52 of the *Act* as the notice is not "in the approved form" as required by section 52(e) of the *Act*. The "30 day notice" given by the landlord is not dated, has only one page, does not provide the "Details of Cause" and does not provide instructions for how to dispute the notice.

The approved form for a One Month Notice to End Tenancy for Cause is a the two-page form #RTB-33, which includes instructions for the tenant on how to dispute the Notice and the time limits for doing so. Page two of the Notice includes a section entitled "Details of Cause", which requires details to be provided, as follows:

*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).*

The landlord issuing the One Month Notice is required to provide the details pertaining to the reasons for ending the tenancy and information on how to dispute the Notice, to ensure that the tenant is clearly aware of the case being made against them, so that the tenant has a full and fair opportunity to prepare their evidence in order to dispute those claims, should they wish to.

Therefore, based on the testimony and evidence before me, on a balance of probabilities, I find that the landlord's "30 day notice" failed to meet the form and content

requirements of section 52 of the *Act*. I order that the “30 day notice” is cancelled and of no force or effect.

This tenancy shall continue until it is ended in accordance with the *Act*.

Issue(s) to be Decided

Should the landlord’s One Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession on the basis of the notice?

Conclusion

The tenant was successful in his application to dispute the landlord’s notice to end the tenancy. I order that the “30 day notice” is cancelled and this tenancy shall continue until it is 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: November 25, 2019

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Residential Tenancy Branch