



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LRE, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 47;
2. An Order restricting the Landlord’s entry into the unit - Section 70; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlords and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Landlord declines to provide an email address for delivery of this decision.

Issue(s) to be Decided

Is the notice to end tenancy effective to end the tenancy?

Is the Tenant entitled to an order restricting the Landlord’s entry?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The following are agreed or undisputed facts: the tenancy of the rental unit started without written agreement on September 1, 2019. Rent of \$800.00 is payable on the first day of each month. On November 30, 2019 the Landlord served the Tenant with a one month notice to end tenancy for cause (the “Notice”) by giving the Notice to a minor

at the unit. No details were provided in the body of the Notice or attached to the Notice as provided in the approved form. The Landlord gave the Tenant its evidence to support the Notice on or about January 14, 2020.

Analysis

Section 52(c) and (e) of the Act provides that in order to be effective, a notice to end a tenancy, when given by a landlord, must be in writing, must state the grounds for ending the tenancy, and must be in the approved form. The approved form contains a section for details of the stated reasons to be set out or attached. This section also warns a landlord that without the provision of such details a notice to end tenancy may be cancelled. The purpose of the detail section is to provide a tenant with full particulars of the case against her in order for the tenant to be able to fully respond. The Landlord gave agreed evidence that the Notice does not set out or attach any details for the reasons. The Tenant was furthered prejudiced in its ability to respond given the Landlord's evidence that the Landlord did not provide the Tenant with evidence to support the reasons for the Notice until 6 weeks after receipt of the Notice. For these reasons I find that the Notice is not effective to end the tenancy and that the Tenant is entitled to cancellation of the Notice. The tenancy continues.

Although the Tenant was given opportunity after hearing the submissions on the Notice, the Tenant provided no evidence in relation to its claim for a restriction on the Landlord's right of entry. As this may have been an oversight, I dismiss this claim with leave to reapply.

As the primary claim has been successful, I find that the Tenant is entitled to recovery of the **\$100.00** filing fee and the Tenant may deduct this amount from future rent payable in full satisfaction of this claim.

Conclusion

The Notice is not effective to end the tenancy and is cancelled.

I grant the Tenant an order under Section 67 of the Act for **\$100.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: January 24, 2020

Residential Tenancy Branch