



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC FFT

This hearing dealt with the tenants' Application for Dispute Resolution (application) under the *Residential Tenancy Act* (the Act), seeking to cancel a 1 Month Notice to End Tenancy for Cause dated December 2, 2019 (1 Month Notice), and to recover the cost of the filing fee.

Tenant AP (tenant), counsel for the tenant (counsel), and an agent for the landlord FB (agent) attended the teleconference hearing. The parties provided affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me. The parties were also provided an opportunity to ask questions. I have only considered the evidence that was served in accordance with the Residential Tenancy Branch (RTB) Rules of Procedure (Rules).

The tenant confirmed they did not serve documentary evidence on the landlord. The tenant also confirmed that they received documentary evidence from the landlord and had the opportunity to review that documentary evidence prior to the hearing.

### Preliminary and Procedural Matters

The parties confirmed their email addresses at the outset of the hearing. The parties were also advised that the decision would be emailed to the parties. Words utilizing the singular shall also include the plural and vice versa where the context requires.

### Issues to be Decided

- Should the 1 Month Notice be cancelled?
- Are the tenants entitled to the recovery of the cost of the filing fee under the Act?

## Background and Evidence

A copy of the 1 Month Notice was not submitted in evidence and there was uncertainty by the tenant and agent as to whether it exists. According to the 1 Month Notice submitted in evidence and counsel, the landlord neglected to fill out the details of the cause listed for the three causes on the 1 Month Notice.

The 1 Month Notice is located on the RTB website on the following website:

<https://www2.gov.bc.ca/assets/gov/housing-and-tenancy/residential-tenancies/forms/rtb33.pdf>

The 1 Month Notice submitted in evidence is missing the following critical information on page 2, which I find was either removed by or otherwise modified by the landlord or an agent for the landlord:

**DETAILS OF CAUSE(S):** 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).

Instead, the landlord served a 1 Month Notice with the “Details of Cause(s)” section removed and with the details below where that section is supposed to be, left blank. The agent attempted to argue that the evidence to support the causes was provided in evidence; however, the parties were advised that the due to 1 Month Notice not being in the approved form by missing critical information, the 1 Month Notice was being cancelled.

Given the above, the parties were advised that I did not find it necessary to consider any other evidence related to the causes listed on the 1 Month Notice, as the 1 Month Notice did not comply with section 52 of the Act.

## Analysis

Based on the documentary evidence and the testimony of the parties provided during the hearing, and on the balance of probabilities, I find the following.

**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.**
- [Emphasis added]

In the matter before me, I find the 1 Month Notice to End Tenancy for Cause does not state the entire grounds for ending the tenancy as even though the landlord indicated the “repeated late payment of rent” and other two causes, the landlord neglected to fill out the “Details of Cause(s)” portion which would set out which dates the tenant was allegedly late paying rent so that the tenant would know what the full details of the cause are when applying to dispute the 1 Month Notice. The other two causes are listed as follows, and are also missing the “Details of Causes(s)” on the 1 Month Notice:

- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.
- Tenant has assigned or sublet the rental unit/site without the landlord’s written consent.

Based on the above, I find the 1 Month Notice is not valid as it is missing necessary information and was not completely in full by the landlord. The Act requires that notices to end tenancy issued by the landlord be in the approved form due to the fact that the approved forms contain all of the required information a tenant would require to dispute the notice if necessary.

As a result of the above, the 1 Month Notice is **cancelled** and is of **no force or effect**. The landlord is also reminded to complete all notices as required by section 52 of the Act in the future.

**I ORDER** the tenancy to continue until ended in accordance with the Act.

As the tenants' application was successful, I grant the tenants the recovery of the cost of the filing fee under section 72 of the *Act* in the amount of **\$100.00**. Pursuant to sections 67 and 72 of the *Act*, I grant the tenants a one-time rent reduction of **\$100.00** from a future month's rent in full satisfaction of the recovery of the cost of the filing fee.

### Conclusion

The tenants' application is successful.

The 1 Month Notice issued by the landlord is cancelled and is of no force or effect.

The tenancy shall continue until ended in accordance with the Act. The tenants have been granted a one-time rent reduction of \$100.00 from a future month's rent in full satisfaction of the recovery of the cost of the filing fee pursuant to section 72 of the Act.

This decision will be emailed to both parties.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 27, 2020

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Residential Tenancy Branch