



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with the tenants' Application for Dispute Resolution under the Residential Tenancy Act (Act), seeking to cancel a One Month Notice to End Tenancy for Cause (Notice) issued by the landlord, and to recover the cost of the filing fee.

The tenants, landlord and the landlord's spouse attended the teleconference hearing. The hearing process was explained to the parties and they provided affirmed testimony. I have only considered the evidence that was served in accordance with the Rules of Procedure.

The landlord confirmed receiving the tenants' evidence and not providing evidence himself.

Issues to be Decided

- Should the 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 Notice was submitted in evidence. A review of the Notice shows that the landlord failed to date the Notice.

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.

[My emphasis added]

In the matter before me, I find the One Month Notice to End Tenancy for Cause is not dated by the landlord. Therefore, I find the One Month Notice, for an effective move-out date of March 31, 2020, is not valid as it is missing necessary information and was not completed 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 form contains all of the required information a tenant would require to dispute the notice if necessary.

As a result of the above, the One 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.

The landlord is reminded that he may not serve the tenants a 10 Day Notice to End the Tenancy for Unpaid Rent when they choose to make their authorized deduction of \$100.00. The tenants should advise the landlord when they make this deduction.

Conclusion

The tenants' application is successful. The One 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.

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: March 6, 2020

Residential Tenancy Branch