



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on December 6, 2019, wherein the Tenant sought to cancel a 1 Month Notice to End Tenancy for Cause issued on December 1, 2019 (the "Notice").

The hearing of the Tenant's Application was scheduled for teleconference at 9:30 a.m. on March 31, 2020. Both parties called into the hearing. The Landlord was also assisted by his daughter, J.G., who acted as his interpreter.

At the outset of the hearing, J.G. confirmed the Landlord did not wish to end the tenancy due to the Covid-19 pandemic.

A review of the materials filed indicates the Landlord used an outdated notice to end tenancy. Section 47(3) of the *Residential Tenancy Act* provides that a 1 Month Notice must comply with section 52 of the *Act*; section 52 of the *Act* provides as follows:

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, and
- (e) when given by a landlord, be in the approved form.

The “approved form” as referenced in section 52(e) is #RTB-33 and which can be found online at:

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

The current form includes a “Details of Cause” section which requires a Landlord to provide details of the reasons for ending the tenancy as follows:

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).

In the case before me the Landlord used a form which did not allow for the inclusion of any such details.

One of the Principles of Natural Justice is that a party to a dispute has the right to know the claim against them, the opportunity to review and respond to any evidence which is to be relied upon by the claiming party, and to be present at any hearings dealing with the issues so that they may meaningfully respond to the allegations made against them.

A landlord seeking to end a tenancy for cause, is required to give the tenant details of the cause on the notice to end tenancy so that the tenant knows the reasons the landlord wishes to end their tenancy and is able to respond to the specific allegations.

In this case, the Landlord failed to provide any such details. Consequently, even if the landlord wished to end the tenancy, I find the Notice is ineffective and should be cancelled.

The Tenant’s request to cancel the Notice is granted. The tenancy shall continue until ended in accordance with the *Residential Tenancy 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: March 31, 2020

Residential Tenancy Branch