



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cosy Suites Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

The tenant filed an Application for Dispute Resolution (the “Application”) on February 12, 2020 seeking an order to cancel the One Month Notice to End Tenancy (the “One Month Notice”) for cause. The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on April 3, 2020. In the conference call hearing I explained the process and offered each party the opportunity to ask questions.

The tenant and landlord attended the hearing, and each was provided the opportunity to present oral testimony and make submissions during the hearing.

The landlord confirmed receipt of the Notice of Dispute Resolution, delivered by registered mail to the business address. On February 12, 2020 the tenants sent the Notice of Dispute Resolution, and on February 21, the tenant sent evidence for this hearing to the landlords. The landlords confirmed receipt of same.

The landlord submitted evidence for this hearing on April 2, 2020 and served the tenant the same via email. In the hearing, the tenant confirmed they received this evidence.

Issue(s) to be Decided

Is the tenant entitled to an order to cancel the One Month Notice?

If unsuccessful in this Application, is the landlord entitled to an Order of Possession of the rental unit?

Is the tenant entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

Background and Evidence

I have reviewed all evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this section.

The tenant submitted the following relevant material:

- A copy of the tenancy agreement signed April 9, 2011, with a tenancy start date of May 1, 2011. This document sets out the monthly rent at \$1,810.00, and a security deposit of \$905.00. The document has the notation “subleasing is allowed” on page 4 of 6.
- A document dated “March 2020” in which the tenants provide their reasons for dispute of the One Month Notice. The tenant stated the current rent amount is \$1,920.00 per month. The tenant stated: “It seems that the landlord is trying to take the condo back illegally to try and significantly increase rents with another tenancy.”

The landlord provided evidence for this hearing on April 2, 2020. The tenant stated they received the landlord’s evidence the day before the hearing. The landlord uploaded evidence to Residential Tenancy Branch on April 2, 2020. They provided a description of the evidence: “I have provided evidence indicating all bylaw fines by the Strata due to bylaw infractions. Fines are from 2016 to 2020. There is currently still an outsnaindg [sic] balance.”

The landlord and tenant each provided a copy of the One Month Notice. This is dated January 30, 2020. The landlord indicates on the form that they served the tenants “in person” “on the door or in mail box or mail slot” on January 31, 2020. In the hearing the landlord clarified this document was not affixed to the door; rather, it was sent via email. The tenant confirmed this, stating they received the same on January 31, 2020. The document gives the specific date on which the tenants must move out of the rental unit: February 28, 2020.

The One Month Notice gives the following reasons for service of this document:

- ☐ Tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord.
- put the landlord's property at significant risk.

The section titled 'Details of Cause(s)' is not filled in with details, and no other documents were served on the tenants on January 31, 2020.

The landlord spoke to the reason for issuing the One Month Notice in the hearing, referring to the documentary evidence they forwarded to the tenant on April 2, 2020. These are a number of notices of bylaw infractions, all sent out over the last 5 years. The landlord received these notices from the building strata, for the issues with sub-tenants to whom the tenants rent the unit. There are fines outstanding, and the landlord decided to end this tenancy after a discussion about removal of the sub-tenants did not result in any action from the tenants.

In the hearing the tenants presented that they only saw the landlord's evidence on the day prior to the hearing, on April 2, 2020. This is the reason for their "speculating" on their written response that the landlord was "trying to take the condo back illegally to try and significantly increase rents with another tenancy." Regarding the issues raised by the landlord at the hearing, they presented that they were not afforded the opportunities to dispute the various bylaw infractions which continued as a result of the subtenants' activities.

Analysis

Section 47 of the *Act* is the provision that deals with unreasonable disturbances by a tenant, or behaviour that puts the landlord's property at significant risk. These are the grounds the landlord indicated on the One Month Notice as cause to end the tenancy.

Section 52 states:

- 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) . . . state the grounds for ending the tenancy,
 . . .and
 - (e) when given by a landlord, be in the approved form.

In this hearing, the evidence submitted by the tenant includes the One Month Notice. The landlord did not provide details of the cause on this document in the space designated for this purpose. The document prompts the writer for “

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 landlords did not provide such details on the two-page notice. The tenants confirmed they received only this two-page document on January 31, 2020, with no additional material.

In this hearing, the onus is on the landlord to provide they have cause to end the tenancy. The landlord spoke to cause to end the tenancy in oral testimony; however, the documents they relied on throughout were submitted to the branch and the tenants on the day before the hearing. The tenants stated they did not know what this matter was about prior to receiving this evidence.

The *Act* requires that notices to end tenancy issued by the landlord be in the approved form. This includes all required information a tenant would need to dispute the One Month Notice if necessary.

I find the landlord did not provide full details and sufficient information on the One Month Notice. Without details of the cause, I find the document does not comply with section 52 in the approved form. I cancel this One Month Notice in which relevant and important details are not provided.

For these reasons, I order the One Month Notice to be cancelled.

Conclusion

For the reasons above, I order the One Month Notice issued on January 31, 2020 is cancelled and the tenancy remains in full force and effect.

As the tenant was successful in this application, I find the tenant is entitled to recover the \$100.00 filing fee paid for this application. I authorize the Tenant to withhold the amount of \$100.00 from one future rent payment.

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: April 14, 2020

Residential Tenancy Branch