



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, LRE, PSF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on March 06, 2020 (the "Application"). The Tenant applied as follows:

- To dispute a One Month Notice to End Tenancy for Cause dated February 26, 2020 (the "Notice");
- To suspend or set conditions on the Landlords' right to enter the rental unit; and
- For an order that the Landlords provide services or facilities required by the tenancy agreement or law.

The Tenant appeared at the hearing. Landlord P.P appeared at the hearing. The Application only named Landlord A.P. However, Landlord P.P. confirmed she is a co-landlord and the Tenant did not take issue with adding Landlord P.P. to the Application. Therefore, I did add Landlord P.P. which is reflected in the style of cause.

Pursuant to rule 2.3 of the Rules of Procedure (the "Rules"), I told the Tenant at the outset that I would consider the dispute of the Notice and dismiss the remaining requests as they are not sufficiently related to the dispute of the Notice. The remaining requests are dismissed with leave to re-apply. This decision does not extend any time limits set out in the *Residential Tenancy Act* (the "Act").

I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The Tenant submitted a copy of the Notice as evidence. The Landlords did not submit evidence. I addressed service of the hearing package and Notice. Landlord P.P. confirmed receipt of the hearing package and said the Landlords had the Notice.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered the Notice and oral testimony of the parties. I will only refer to the evidence I find relevant in this decision.

### Issues to be Decided

1. Should the Notice be cancelled?
2. If the Notice is not cancelled, should the Landlords be issued an Order of Possession?

### Background and Evidence

The parties agreed on the following. There is a written tenancy agreement between the Landlords and Tenant in relation to the rental unit. The tenancy started September 15, 2019 and is a month-to-month tenancy. Rent is \$700.00 per month due on the first day of each month.

The Tenant submitted the Notice. There are no grounds checked off on the second page of the Notice and no details of cause. Landlord P.P. said she did not know if there were grounds checked off on the Notice as she did not have a copy of it.

The parties agreed the Notice was served on the Tenant in person. The Tenant testified this was done February 26, 2020. Landlord P.P. testified this was done February 27, 2020.

Landlord P.P. outlined the grounds for the Notice including the following. The Tenant storing boxes in the rental unit which pose a health and safety risk. The Tenant having five cats in the rental unit. There being feces in the rental unit which causes a smell.

I did not hear from the Tenant on the grounds for the Notice given my decision as outlined below.

### Analysis

The Notice was issued under section 47 of the *Act*. The Tenant had 10 days from receiving the Notice to dispute it under section 47(4) of the *Act*. Whether the Tenant received the Notice February 26, 2020 or February 27, 2020, the Application was filed within time as it was filed March 06, 2020.

Pursuant to section 47(3) of the *Act*, the Notice must comply with section 52 of the *Act*.

Section 52 of the *Act* 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) except for a notice under section 45 (1) or (2) [tenant's notice], state the grounds for ending the tenancy...
- (e) when given by a landlord, be in the approved form.

(emphasis added)

Here, the Notice does not state the grounds for ending the tenancy as none of the boxes on page two of the Notice are checked off and the details of cause section is blank. Therefore, the Notice does not comply with section 52 of the *Act*.

I find the Landlords failed to comply with sections 52 and 47(3) of the *Act* by failing to indicate the grounds for the Notice on the Notice. Therefore, the Notice is cancelled. The tenancy will continue until ended in accordance with the *Act*.

### Conclusion

The Application is granted. The Notice is cancelled. The tenancy will continue until ended in accordance with the *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 *Act*.

Dated: April 21, 2020

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Residential Tenancy Branch