



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC OLC FFT

This hearing dealt with the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act) to cancel a 1 Month Notice to End Tenancy for Cause dated January 24, 2020 (1 Month Notice), for an order directing the landlord to comply with the Act, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenant, landlord KH (landlord) and an assistant manager for the landlord JH (assistant manager) 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. The parties were also provided an overview of the hearing process. I have only considered the evidence that was served in accordance with the Residential Tenancy Branch (RTB) Rules of Procedure (Rules).

Neither party raised any concerns regarding the service of documentary evidence.

Preliminary and Procedural Matters

At the outset of the hearing, the tenant confirmed that they were seeking the cancellation of the 1 Month Notice and were not seeking anything specific for code OLC, which is for an order to direct the landlord to comply with the Act, regulation or tenancy agreement. As a result, I have not considered OLC at this hearing as I find it relates to the other portion of this application before me, which is the dispute of the 1 Month Notice.

In addition to the above, the parties confirmed their email addresses at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to both parties.

Issues to be Decided

- Should the 1 Month Notice be cancelled?
- Is the tenant 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 submitted in evidence. The parties confirmed that the 1 Month Notice served on the tenant failed to indicate which cause of the 18 available causes that the landlord was alleging against the tenant. In other words, all 18 check boxes were left empty on the 1 Month 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.

[Emphasis added]

In the matter before me, I find the 1 Month Notice to End Tenancy for Cause does not state the required grounds for ending the tenancy as the landlord neglected to indicate

one or more of the 18 listed causes on the 1 Month Notice by leaving all 18 boxes empty.

Therefore, 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 tenant's application was successful, I grant the tenant the recovery of the cost of the filing fee under section 72 of the *Act* in the amount of **\$100.00**. Pursuant to section 67 and 72 of the *Act*, I grant the tenant 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 tenant's 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 tenant has 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 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: April 7, 2020

Residential Tenancy Branch