



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC CNL FF

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The participatory hearing was held on May 29, 2020. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- cancellation of the Landlord's 1 Month Notice to End Tenancy for Cause and 2-Month Notice to End Tenancy for Landlord's Use (the Notices); and,
- authorization to recover the filing fee for this application from the Landlord pursuant to section 72.

Both parties attended the hearing and provided testimony. All parties were given a full opportunity to be heard, to present evidence and to make submissions. The Landlord confirmed receipt of the Tenant's application and evidence but did not submit any evidence of her own.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the tenant entitled to have the Notices cancelled?
  - If not, is the landlord entitled to an Order of Possession?
- Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background, Evidence and Analysis

The Tenant received a letter from the Landlord on March 27, 2020, stating that she wanted to end the tenancy. The letter was typed, and was not on an approved form. This is the only "Notice" that was issued.

Section 52 of the Act provides for the form and content of notices to end tenancy. Among other things, in order for a notice to end tenancy to be effective it must be in the approved form when given by a landlord.

The Director has the authority to approve forms pursuant to section 10 of the Act, which provides:

#### **Director may approve forms**

- 10** (1) The director may approve forms for the purposes of this Act.
- (2) Deviations from an approved form that do not affect its substance and are not intended to mislead do not invalidate the form used.

In this case, I note that the Landlord simply drafted a letter to end the tenancy. However, this letter is not a valid Notice under the Act. In this case I find that the landlord's failure to use a proper Notice in the approved form is prejudicial to the Tenant.

In light of the above, I grant the Tenant's request that I cancel the "Notice" (letter). Accordingly, the tenancy continues at this time and until such time it legally ends.

It is important to note that I have made no finding as to whether the landlord has a basis under the Act for ending the tenancy. The landlord remains at liberty to re-issue a Notice to End Tenancy should the landlord decide to pursue eviction.

As the Tenant was substantially successful with his application, I grant him the recovery of the filing fee against the Landlord. The Tenant may deduct the amount of \$100.00 from 1 (one) future rent payment.

### Conclusion

The Notice (letter) issued on March 27, 2020, has been cancelled and the tenancy continues at this time.

I have made no finding as to whether there were sufficient grounds for eviction and the landlord is at liberty to re-issue a notice to end tenancy if the landlord so chooses.

The Tenant may deduct the amount of \$100.00 from 1 (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 *Residential Tenancy Act*.

Dated: May 29, 2020

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Residential Tenancy Branch