



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant filed under the *Residential Tenancy Act* (the “Act”), on July 3, 2020. The Tenant applied to cancel the One Month Notice to End Tenancy for Cause, dated June 28, 2020. The matter was set for a conference call.

Two parties for the Landlord (the “Landlord”) as well as the Tenant and their Advocate (the “Tenant”) attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

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.

### Issues to be Decided

- Should the Notice dated June 28, 2020, be cancelled?
- If not, is the Landlord entitled to an order of possession?

### Background and Evidence

The tenancy agreement records that the tenancy began on July 1, 2017, as a one-year fixed term tenancy, that rolled into a month to month tenancy at the end of the initial fixed term. Rent in the amount of \$1,100.00 is to be paid by the first day of each month and at the Tenant paid a \$500.00 security deposit and a \$200.00 pet damage deposit at

the outset of the tenancy. The Tenant submitted a copy of the tenancy agreement into documentary evidence.

The Notice to end tenancy Notice dated June 28, 2020, indicates that the tenancy would end on July 31, 2020; no reason was selected on page two of the Notice. The Tenant submitted a copy of the Notice to end tenancy into documentary evidence.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In order for a notice to end tenancy to be valid, it must meet the form and content required by the Act. Section 52 of the Act states the following:

#### ***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.***

After careful review of the Notice submitted into documentary evidence by the Tenant, I find that the Landlord has failed to fill out page two of the Notice. Consequently, I find the Notice to end tenancy does not meet the form and content required by section 52 of the Act.

I grant the Tenant's application to cancel the Notice, and I find the Notice dated June 28, 2020, of no effect, and the tenancy continues until it is ended in accordance with the Act.

Conclusion

I grant the Tenant's application, and I find the Notice dated June 28, 2020, of no effect under 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 *Residential Tenancy Act*.

Dated: August 4, 2020

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Residential Tenancy Branch