



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OLC, FFT

Introduction

On August 10, 2020, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting to cancel a 10 Day Notice to End Tenancy, to order the Landlord to comply with Act, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord and the Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

Issues to be Decided

Should the 10 Day Notice to End Tenancy be cancelled, in accordance with Section 46 of the Act?

Should the Landlord be ordered to comply with the Act, in accordance with Section 62 of the Act?

Should the Tenants be compensated for the cost of the filing fee, in accordance with Section 72 of the Act?

Background and Evidence

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.

Both parties agreed to the following terms of the tenancy:

The month-to-month tenancy began on February 14, 2015. The rent is \$1,230.00 and is due on the first of each month. The Landlord collected and still holds a security deposit in the amount of \$600.00, and a pet damage deposit in the amount of \$200.00.

The Landlord testified that they served a letter to the Tenants on August 3, 2020 that stated the following:

“This is notice that you will have to vacate the property of XXX, XXX, B.C. as of today August 3, 2020.”

The letter included the reasons for the Tenants having to vacate the property.

The Landlord acknowledged that this letter was not a proper notice to end tenancy and advised that they have since served a One Month Notice to End Tenancy for Cause to the Tenants on August 26, 2020.

The Tenant stated that she applied for dispute resolution based on the letter, dated August 3, 2020, as it was not proper notice and that the reasons were outdated and untrue.

Analysis

Section 52 of the Act requires that any Notice to End Tenancy issued by a Landlord must be signed and dated by the Landlord; give the address of the rental unit; state the effective date, state the grounds for ending the tenancy; and be in the approved form.

I find the letter issued by the Landlord on August 3, 2020 does not comply with the requirements set out in Section 52 as there is not an effective date for the end of the tenancy and is not on an approved form. Furthermore, I find the Landlord has attempted to end the tenancy contrary to the Act by failing to provide proper notice, valid reasons for the end of the tenancy, and an opportunity for the Tenants to respond.

As such, I uphold the Tenants' application to cancel the notice (letter) to end tenancy, dated August 3, 2020.

The Tenant briefly spoke about the Landlord not providing proper notice before attending the residential property. I clarified the relevant legislation during the hearing and have included it below. I find the Tenant failed to provide sufficient evidence to justify an order for the Landlord to comply with the Act and dismiss this part of the Tenants' claim.

I find that the Tenants' Application has merit and that the Tenants are entitled to recover the cost of the filing fee for this Application for Dispute Resolution.

Section 29-for reference:

(1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

(a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;

(b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:

- (i) the purpose for entering, which must be reasonable;
- (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;

(c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;

(d) the landlord has an order of the director authorizing the entry;

(e) the tenant has abandoned the rental unit;

(f) an emergency exists, and the entry is necessary to protect life or property.

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

Conclusion

I find that the notice to end tenancy, referred to as the letter, dated August 3, 2020, is invalid. I cancel the notice to end tenancy and order that the tenancy will continue until ended in accordance with the Act.

I find that the Tenants' application to order the Landlord to comply with the Act is dismissed without leave to reapply.

As compensation for the filing fee, I authorize the Tenants to deduct \$100.00 from a future rent payment to the Landlord, in accordance with Section 72 of 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: September 15, 2020

Residential Tenancy Branch