Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hume Investments Ltd. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a One Month Notice to End Tenancy for Cause dated August 14, 2020 ("One Month Notice").

The Tenant and three agents for the Landlord, J.C., S.B., and J.M. ("Agents"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Agents were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

I considered service of the Notice of Dispute Resolution Hearing and the Parties' respective evidentiary submissions. Section 59 of the Act states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Agent, J.C., said they received the Application and Notice of Hearing documents from the Tenant, but nothing more. The Tenant said that he did not serve copies of the videos he uploaded to the RTB on the Landlord, given his confusion over the process. I advised him that his testimony is evidence before me, as well.

Consequently, I advised the Parties that I was not able to consider the Tenant's evidentiary submissions, pursuant to Rule 3.1, which requires applicants to serve each respondent with copies of the hearing documents, and any evidence submitted to the RTB.

The Agent said that they served the Tenant with the Landlord's submissions to the RTB via registered mail sent on September 26, 2020. The Agents provided a Canada Post tracking number, as evidence of service. I find that the Tenant was deemed served with the Notice of Hearing documents in accordance with the Act. I, therefore, admitted the Landlord's evidentiary documents.

Preliminary and Procedural Matters

The Parties confirmed their email addresses at the outset of the hearing, and confirmed their understanding that the Decision would be emailed to both Parties.

In the hearing, the Agents indicated that the One Month Notice on which the Tenant based his Application was not, in fact, intended to be an eviction notice, as it was not in the approved form (RTB-33), and does not have the full content of the official form RTB-33. The Agents agreed that it was more of a warning letter than an eviction notice ("Warning Letter"). As a result, I find that the Warning Letter is non-compliant with section 52 of the Act, which requires that such a notice must contain the following content, pursuant to section 52 of the Act:

- Be signed and dated by the Party giving the notice,
- Give the address of the rental unit,
- State the effective date of the Notice,
- State the ground(s) for ending the tenancy, and
- Be in the approved form.

I find that the Warning Letter is invalid as an eviction notice, as to form and, therefore, I cancel it. As a result, I find that the Landlord is not eligible for an order of possession on the basis of the Warning Letter.

The Parties indicated that the Landlord had subsequently served a One Month Notice in the approved form, dated September 26, 2020; however, that document was not before me and was not the basis of this Application. As such, I make no findings on the merits of that matter or any applicable limitation periods in that regard.

Conclusion

The Tenant is successful in his Application to cancel what he inferred was a One Month Notice to End Tenancy for Cause. The Warning Letter with which the Tenant was served is invalid as an eviction notice under the Act and is of no force or effect for that

purpose.

Accordingly, the Landlord is not eligible for an order of possession on the basis of this Warning Letter.

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: October 08, 2020

Residential Tenancy Branch