



# 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 by the tenant pursuant to section 47 of the *Residential Tenancy Act*, for an order to set aside a notice to end tenancy for cause. Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented herself. The landlord was represented by their agent.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Both parties provided extensive documentary evidence. I have considered all the written evidence and oral testimony provided by the parties but have not necessarily alluded to all the evidence and testimony in this decision.

### **Issues to be decided**

Did the landlord serve a valid notice to end tenancy on the tenant?

Does the landlord have reason to end the tenancy or should the notice to end tenancy be set aside and the tenancy be allowed to continue?

### **Background and Evidence**

The background facts are generally undisputed. The tenancy started on February 01, 2019. The rental unit is a town house located in a building that houses a total of 8 homes. There are 4 such buildings in the residential complex for a total of 32 homes.

On August 28, 2020, the landlord served the tenant with a 30-day notice to end tenancy for cause. The effective date of the notice is September 30, 2020. The reasons for the notice are:

The tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord
- adversely affected the quiet enjoyment, security, safety or physical well being of another occupant
- breached a term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

Under the Details of Cause section of the notice, it states the following:

*“Evidence package will be hand delivered to tenants mailbox within 3 business days”.*

Section 52 of the *Residential Tenancy Act* requires that any notice to end tenancy issued by a landlord must be signed and dated by the landlord, state the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

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

### **Director may approve forms**

10 (1) The director may approve forms for the purposes of this Act.

10 (2) Deviations from an approved form that do not affect its substance and are not intended to mislead do not invalidate the form used.

The current Notice that is in the approved form provides a section entitled “Details of Cause”. In this section, the form states:

*Include any dates, times, people or other information that says who, what, where or when caused the issue. The RTB may cancel the notice if details are not described. Attach separate sheet(s) if necessary (signed and numbered).*

During the hearing, the reasons for the notice to end tenancy were discussed at length and in detail. However, later after the hearing, I noted that in the notice to end tenancy I found that the landlord selected “reasons” on the top portion of the 2nd page of the notice but no actual “details of cause” were given at the time the notice was issued, aside from saying it would come within 3 business days. I note that the “details of cause” section is intended to allow tenants to properly understand the basis for the notice, at the time it is issued.

I find that by not filling out the details of cause clearly at the time the notice was issued, it compromised the tenant’s ability to understand the basis for the notice, and effectively respond to all these points upon application. Further, although the notice had several reasons selected on the form, it lacked any explanation under the “Details of Cause”. As noted on the notice itself, the Residential Tenancy Branch may cancel notices if details are not described under the “Details of Cause”. Although the landlord subsequently gave the tenant an evidence package, to explain the reasons in the notice, this was not provided to the tenant until several days after the notice was served on the tenant.

When a notice is issued, it is expected to be valid, complete, and legible, such that it can be fully understood and responded to. The reasons for the notice must be in place at the time the notice is served on the tenant or the notice may be invalid and accordingly set aside by the Arbitrator. The landlord has the onus to ensure the notice is complete at the time of service on the tenant, since directly following the service of this notice, the tenant has to dispute the notice or move out, both of which have tight timelines, with significant consequences.

At the time the notice was issued on August 28, 2020, I find it did not have the details of causes listed, and consequently lacked specifics regarding which grounds under which the tenancy would end. No explanation regarding the details of cause was given to the tenant until a few days after he received the notice. I find that by failing to provide the tenant with a sufficiently completed notice, with sufficiently clear grounds and details, the landlord served an incomplete and invalid notice.

I find this could have prejudiced the tenant’s ability to understand and effectively respond to the allegations in the notice. The landlord should have waited until he had all the reasons and grounds behind the notice, documented in the notice or in attachments to the notice, prior to serving it on the tenant.

In keeping with the principles of natural justice, a person receiving an eviction notice is entitled to know the reason(s) for its issuance (at the time it was issued, not several days after it was issued) so that they may adequately respond or prepare a defence. It is important to provide the notice to the tenant, in a complete and timely manner, such that timelines to understand and respond to the allegations in the notice are not further compressed or reduced by several days while the tenant waits for a complete explanation.

Based on the above, I grant the tenant's application to set aside the notice to end tenancy. dated August 28, 2020. Accordingly, the tenancy continues until such time it legally ends.

### **Conclusion**

The one-month notice to end tenancy dated August 28, 2020, is set aside and the tenancy will continue.

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: November 06, 2020

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Residential Tenancy Branch