



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PCPM Ltd As Agent for Pacific Cove Island  
Prop and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was scheduled to deal with a tenant's application to cancel a One Month Notice to End Tenancy for Cause ("1 Month Notice") dated March 29, 2021.

Both the landlord's agents and the tenant appeared for the hearing. The parties were affirmed and the parties were ordered to not make an unofficial recording of the proceeding.

I confirmed the parties had exchanged their respective hearing materials upon each other by registered mail and I admitted their materials into evidence for consideration in making this decision.

I explained the hearing process and gave the parties the opportunity to ask questions about the process. Both parties had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

### Issue(s) to be Decided

Should the 1 Month Notice dated March 29, 2021 be upheld or cancelled?

### Background and Evidence

The tenancy started on November 1, 2016 and the tenant paid a security deposit of \$425.00. The tenant is currently required to pay rent of \$938.00 on the first day of every month.

The subject 1 Month Notice was slipped under the rental unit door by the landlord's agent on March 29, 2021. The landlord's agent claimed to have initially posted the 1

Month Notice to the rental unit door on March 29, 2021 and then removed it from the door and slid it under the tenant's door the same day due to the tenant's request that documents not be served on his door for privacy purposes. The tenant acknowledged finding the 1 Month Notice folded under his door but denied he requested the landlord to serve him in this manner. In any event, the tenant filed to dispute the 1 Month Notice on April 1, 2021.

The 1 Month Notice that is the subject of this proceeding has a stated effective date of April 30, 2021 and indicates two reasons for ending the tenancy:

- *Tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk; and,*
- *Breach of a material term that was not corrected within a reasonable amount of time after written notice to do so.*

The 1 Month Notice issued on March 29, 2021 is on an old two-page form generated by the Residential Tenancy Branch in 2016 rather than the current three page version.

One of the primary differences between the old two page form and the current three page form is the instructions for the landlord to provide Details of Cause on the 1 Month Notice and more space to provide the details. The current form states:

**Details of Causes(s): Describe what, where and who caused the issue and include dates/times, names etc. This information is required. An arbitrator may cancel the notice if details are not provided.**

Details of the Event(s):

The on old form issued by the landlord on March 29, 2021 the landlord provided the following Details of Cause: "After written notice was given [name of tenant] was not prepared for treatment". No other pages accompanied the 1 Month Notice to provide further details or elaborate upon the reason(s) for ending the tenancy.

I asked the tenant if he understood what he has done or is accused of doing that is putting the property at significant risk to which the tenant responded he does not know.

I asked the tenant if he understood what materials term(s) he is accused of breaching despite written notice to correct the breach to which the tenant responded that there was already a hearing that dealt with the alleged breach of materials terms and the Arbitrator concluded the terms were not material. The tenant provided the file number for the previous hearing and I have referenced the file number on the cover page of this decision.

In turning to the records for the previous dispute resolution proceeding, the Arbitrator concluded the landlord failed to satisfy the Arbitrator that terms 17, 27 and 28 of the tenancy agreement were material terms. I also noted that the previous dispute involved a One Month Notice to End Tenancy for Cause that was in the approved three page form, at that time.

I asked the landlord to explain why it used the approved form previously but used on old two page form for the most recent notice to end tenancy issued to the tenant. The property manager explained he had prepared the previous 1 Month Notice by downloading a copy from the Residential Tenancy Branch website; whereas, the landlord's agent who issued the 1 Month Notice on March 29, 2021 used the form that was in their internal system that had not been updated to provide the current forms.

### Analysis

The tenant has filed to dispute a One Notice Notice to End Tenancy for Cause he received under his door. While sliding a document under the rental unit door is not a permissible method of service under section 88 of the Act, since the tenant filed to dispute it, I deem the tenant sufficiently served pursuant to the discretion afforded me under section 71 of the Act.

Where a notice to end tenancy comes under dispute, the landlord bears the burden to prove the tenant was served with a valid notice to end tenancy and the tenancy should end for the reason(s) indicated on the notice.

Section 52 of the Act provides requirements for giving a notice to end tenancy. As seen under section 52(d) and (e) a landlord's notice to end tenancy must provide the grounds for ending the tenancy and be in the approved form, among other things to be effective. Below, I have reproduced section 52 of the Act (with my emphasis underlined):

- 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.

The Director has the authority to approve forms pursuant to section 10 of the Act and section 10(2) also provides that deviations from the approved form may be acceptable. Below, I have reproduced section 10:

**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.

The notice to end tenancy that is the subject of this proceeding was in an older two page version approved in 2016 and not in the current approved form.

As described in the Background and Evidence section of this decision, the form approved at the time of issuance of the 1 Month Notice has a section entitled Details of Cause that includes instructions for the Details of Cause, as follows:

*Describe what, where and who caused the issue and include dates/times, names etc. This information is required. An Arbitrator may cancel the notice if details are not provided.*

I proceed to consider whether the details of cause provided on the subject 1 Month Notice were sufficient so as to conclude the use of the old form did not affect its substance and/or not intended to mislead, as permitted under section 10(2) of the Act.

While providing details of cause may require more space than that provided on the form, a landlord may attach a separate page with the 1 Month Notice so as to provide the tenant with all the particulars that have given rise to issuance of the 1 Month Notice. The landlord did not do so in this case and only one sentence was written, as described in the Background and Evidence section of this decision, which I further analyze below.

Although the landlord made an entry into the Details of Cause section of the 1 Month Notice issued on March 29, 2021, I find that the details provided were vague and

insufficient. The entry in the Details of Cause section did not specify the material term(s) the tenant is accused of breaching, the date the breach letter was served, or how the tenant violated the instructions on the breach letter; nor, did the Details of Cause specify the nature of the significant risk to the landlord's property, what the tenant has allegedly done to put the landlord's property at significant risk, and when. As such, I find the Details of Cause, or grounds for eviction, provided on the 1 Month Notice were not sufficient. My finding that the grounds for ending the tenancy were not sufficiently provided is consistent with the tenant's response that he is unaware of what he is accused of doing that is putting the landlord's property at significant risk and that there has been a previous dispute resolution hearing concerning the materiality of certain terms of the tenancy agreement and it is unclear whether the landlord intends to point to a different term in the tenancy agreement.

In keeping with the principles of natural justice, a person receiving an eviction notice is entitled to know the reason(s) and/or ground(s) for its issuance so that they may adequately prepare a response or defence. In this case, I find that the landlord's insufficient description of the details of cause on the Notice to End Tenancy to be prejudicial to the tenant.

In light of the above, I find the 1 Month Notice dated March 29, 2021 was not in the approved form; and, the insufficient Details of Cause provided on the 1 Month Notice affect its substance and are prejudicial. Therefore, I find the 1 Month Notice dated March 29, 2021 is invalid and it is cancelled.

Since I did not hear or make any findings as to whether the landlord has cause to end the tenancy, the landlord is at liberty to issue another 1 Month notice to the tenant if the landlord decides to pursue eviction.

### Conclusion

The 1 Month Notice issued on March 29, 2021 is invalid and it is cancelled.

I have made no finding as to whether there are grounds for eviction and the landlord is at liberty to re-issue another 1 Month Notice if the landlord decides to pursue the end to this tenancy.

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: July 20, 2021