



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC FFT

This hearing dealt with the tenants' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) to cancel a 1 Month Notice to End Tenancy for Cause dated March 15, 2021 (1 Month Notice), and to recover the cost of the filing fee.

Tenant KB, the tenant's son JB, and an agent for the landlord SM (agent) attended the teleconference hearing. The agent is also the new owner of the rental property. The parties provided affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing. The parties were also provided an overview of the hearing process. I have only considered the evidence that was served in accordance with the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). Words utilizing the singular shall also include the plural and vice versa where the context requires.

The agent confirmed having been served with documentary evidence and having had the opportunity to review that evidence. Although the tenant denied having been served with documentary evidence, a tracking number provided by the agent supports that the tenants were served by registered mail. That tracking number has been included on the style of cause for ease of reference. The tenant's son stated that they were unsure what was in the registered mail so did not pick it up and I advised the tenant that refusal of registered mail is not permitted under the Act and that I would consider them served 5 days after the package was mailed on May 22, 2021, which is May 27, 2021.

### **Preliminary and Procedural Matters**

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the

hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

Finally, the name of the landlord was corrected due to an error confirmed by the parties during the hearing, pursuant to section 64(3)(c) of the Act and by consent of the parties. In addition, I have removed all tenants that were not listed on the tenancy agreement from the application for brevity.

### Issues to be Decided

- Should the 1 Month Notice be cancelled?
- Is the tenant entitled to the recovery of the cost of the filing fee under the Act?

### Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed-term tenancy began on February 1, 2018 and reverted to a month to month tenancy after February 1, 2020. Monthly rent is due on the first day of each month.

A copy of the 1 Month Notice was submitted in evidence. The 1 Month Notice is dated March 15, 2021 and states an effective vacancy date of April 15, 2021. The tenants write that they received the 1 Month Notice on March 15, 2021. The tenants disputed the 1 Month Notice on March 24, 2021.

The 1 Month Notice has no checkmarks to indicate any causes. The only details provided refer to the property being sold.

### Analysis

Based on the documentary evidence and the testimony of the parties provided during the hearing, and on the balance of probabilities, I find the following.

**1 Month Notice issued by landlord** – Section 52 of the Act applies in this case and states:

#### **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.
- [Emphasis added]

In the matter before me, I find the 1 Month Notice to End Tenancy for Cause does not indicate any grounds for ending the tenancy as the landlord neglected to indicate one or more of the 18 listed causes on the 1 Month Notice by leaving all 18 boxes empty.

Therefore, I find the 1 Month Notice is not valid as it is missing necessary information and was not completely in full by the landlord. The Act requires that notices to end tenancy issued by the landlord be in the approved form due to the fact that the approved forms contain all of the required information a tenant would require to dispute the notice if necessary.

As a result of the above, the 1 Month Notice is **cancelled** and is of **no force or effect**. The landlord is also reminded to complete all notices as required by section 52 of the Act in the future.

In addition, I note that a 1 Month Notice is not an approved method to end a tenancy for sale of a property, as the tenancy survives the sale of a property. The parties confirmed that they have a future hearing regarding a 2 Month Notice, which would be the appropriate notice to serve if the purchaser intends to occupy the rental unit and has asked the landlord to serve a 2 Month Notice on behalf of the purchaser. I make no findings regarding the 2 Month Notice as that will be the subject of a future hearing.  
**I ORDER** the tenancy to continue until ended in accordance with the Act.

As the tenants' application was successful, I grant the tenants the recovery of the cost of the filing fee under section 72 of the Act in the amount of **\$100.00**. Pursuant to section 67

and 72 of the Act, I grant the tenants a one-time rent reduction of **\$100.00** from a future month's rent in full satisfaction of the recovery of the cost of the filing fee.

Conclusion

The tenants' application is successful.

The 1 Month Notice issued by the landlord is cancelled and is of no force or effect.

The tenancy shall continue until ended in accordance with the Act. The tenants have been granted a one-time rent reduction of \$100.00 from a future month's rent in full satisfaction of the recovery of the cost of the filing fee.

This decision will be emailed to both parties.

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: July 9, 2021

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Residential Tenancy Branch