



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 the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord's assistant attended the hearing and the tenant's husband also attended the hearing.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they are not recording this dispute resolution hearing.

Both parties confirmed their email addresses for service of this decision and order.

Both parties agree that the tenant served the landlord with this application for dispute resolution via registered mail. I find that this application was served on the landlord in accordance with section 89 of the *Act*.

Issues to be Decided

Is the tenant entitled to cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlord's claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began in October 2020 and is currently ongoing. Monthly rent in the amount of \$1,100.00 is payable on the first day of each month. A security deposit of \$475.00 was paid by the tenant to the landlord.

Both parties agree that the landlord personally served the tenant with a One Month Notice to End Tenancy for Cause (the "One Month Notice") on April 1, 2021. The One Month Notice was entered into evidence and is dated April 1, 2021. The One Month Notice is a Residential Tenancy Branch form created by the Residential Tenancy Branch in July of 2007 and does not contain a "details of cause" section.

Analysis

Section 52(e) of the *Act* states that in order to be effective, a notice to end a tenancy must be in writing and must when given by a landlord, be in the approved form.

The current approved form for a One Month Notice was made available by the Residential Tenancy Branch on March 24, 2021. The current approved form contains a details of cause section in which the landlord must provide the details for the grounds to end tenancy selected on the One Month Notice.

I find that the One Month Notice served by the landlord on the tenant was not in the approved form, contrary to section 52(e) of the *Act*, and is therefore invalid and of no force or effect. In the hearing the landlord was informed that if he wished to pursue this matter further, he would have to serve the tenant with a One Month Notice that complies with section 52(e) of the *Act*. I informed the landlord that up-to-date notices to end tenancy are available for free on the Residential Tenancy Branch website.

Conclusion

The One Month Notice dated April 1, 2021 is of no force or effect. This tenancy will continue in accordance with 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: August 09, 2021

Residential Tenancy Branch