



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FFT

### Introduction

On April 12, 2021, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) to cancel a One Month Notice to End Tenancy for Cause (“the One Month Notice”) and to recover the filing fee for the Application.

The matter was set for a conference call hearing on this date. The Landlords and Tenant attended the hearing. The hearing process was explained, and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me. The parties were informed that recording the hearing is not permitted.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue to be Decided

- Did the Tenant receive an effective notice to end tenancy?
- Does the Landlord have sufficient cause to end the tenancy?

### Background and Evidence

The Landlords and Tenant testified that the tenancy began on December 31, 2019 on a month-to-month basis. Rent in the amount of \$825.00 is to be paid to the Landlord by the first day of each month.

The Landlord issued the Tenant a One Month Notice to End Tenancy for Cause dated March 31, 2021. The One Month Notice does not provide the effective date of when the tenancy will end. The Landlord served the One Month Notice to the Tenant on March 31, 2021.

The Landlord explained that she forgot to complete the effective date within the One Month Notice.

The One Month Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Tenant disputed the One Month Notice within the required time period.

### Analysis

Section 52 of the Act provides that 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.

Based on the above, the testimony and evidence of the parties, and on a balance of probabilities, I find as follows:

I find that the One Month Notice to End Tenancy for Cause dated March 31, 2021 does not provide an effective date for the end of the tenancy. I find that the Act requires an effective date in order for the One Month Notice to be considered an effective Notice.

I find that the One Month Notice is not an effective notice to end tenancy and the Notice is cancelled.

Since the One Month Notice is cancelled, the Landlords' reasons for ending the tenancy were not considered.

The Tenant's application to cancel the One Month Notice to End Tenancy for Cause dated March 31, 2021 is granted.

The tenancy will continue until ended in accordance with the Act.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Tenant was successful, I authorize the Tenant to withhold \$100.00 from one (1) future rent payment.

### Conclusion

The Tenant's application to cancel the One Month Notice is successful.

I find that the One Month Notice to End Tenancy for Cause dated March 31, 2021 does not provide an effective date for the end of the tenancy. I find that the Act requires an effective date in order for the Notice to be considered an effective Notice.

The One Month Notice to End Tenancy for Cause dated March 31, 2021 is cancelled.

The tenancy will continue until ended 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 17, 2021

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Residential Tenancy Branch