



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

The Tenant filed an Application for Dispute Resolution (the “Application”) on August 10, 2021 seeking an order to cancel the Landlord’s notice to end the tenancy. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on December 14, 2021. In the conference call hearing I explained the process and offered each party the opportunity to ask questions.

The Tenant and the Landlord attended the hearing, and I provided each the opportunity to present oral testimony and make submissions.

The Landlord confirmed receipt of the Notice of Dispute Resolution, delivered by the Tenant in person, as well as a copy of the documentary evidence presented by the Tenant.

### Issues to be Decided

Is the Tenant entitled to an order that the Landlord cancel the One Month Notice?

If unsuccessful in this Application, is the Landlord entitled to an Order of Possession of the rental unit?

## Background and Evidence

Both parties submitted documents as evidence in this hearing. The following documents are relevant to the key issue in this hearing:

- A copy of the Tenancy Agreement signed September 13, 2019, with a tenancy start date of October 1, 2019. This document sets out the monthly rent at \$2,250, and two deposits of \$1,125 each.
- A copy of the document entitled 'Notice to Quit' dated August 8, 2021. This sets out to the Tenant that there were multiple noise complaints and provides those dates. This also lists damage in the rental unit discovered on inspection. This advised "the Landlord hereby elects to terminate this Lease". This sets the end-of-tenancy date by which the Tenant must vacate as September 30, 2021.

In the hearing, the Landlord testified under affirmed oath that they issued the document via email to the Tenant on Sunday August 8, 2021. The Tenant recalled this was via text message. In the hearing, both the Tenant and the Landlord stated this was the only document notifying the Tenant of the end of tenancy.

Both parties spoke to the issues surrounding the Landlord's desire to end the tenancy. Letters notifying the Tenant of noise complaints continued until the end of November 2021. Copies of all letters to the Tenant issuing warnings to them were in the Landlord's evidence for this hearing.

## Analysis

The *Act* s. 47 grants legal authority to a landlord to end a tenancy for the reasons listed therein. The Landlord must issue a notice to end the tenancy. In this present matter, the Landlord has the burden of proof to show there is sufficient reason to end the tenancy. The subsection 47(3) specifies that a notice under this section must comply with s. 52, form and content of said notice.

The following s. 52 states, in order to be effective, the notice 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). . . state the grounds for ending the tenancy,  
...and
- (e)when given by a Landlord, **be in the approved form.**

I find the testimony of the parties clear that the Landlord did not issue a notice to end the tenancy in the approved form. The Tenant stated they did not receive an official form notifying of the end of tenancy, only the document entitled 'Notice to Quit'. The Landlord confirmed in the hearing they did not utilize the approved form for this purpose.

I find the document issued by the Landlord to the Tenant on August 8, 2021 does not comply with s. 52; therefore, the core of s. 47 is not established.

For this reasons, the end of tenancy is cancelled. I find the document issued by the Landlord on August 8, 2021 does not comply with the requirements set out in s. 52.

### Conclusion

For the reasons above, I order the notice to advise the Tenant of the tenancy ending is cancelled and the tenancy remains in full force and effect.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: December 14, 2021

---

Residential Tenancy Branch