



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for cause.

The tenant and the landlord attended the hearing and each gave affirmed testimony. The parties were given the opportunity to question each other.

The landlord advised that all evidence of the landlord has been provided to the tenant. The tenant has not provided the landlord with any evidentiary material. Any evidence that either party wishes me to consider must be provided to the other party. Since the tenant has not done so, I decline to consider any of the tenant's evidence. All evidence of the landlord has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Has the landlord established that the One Month Notice to End Tenancy for Cause was issued in accordance with the *Residential Tenancy Act*?

Background and Evidence

The landlord testified that this month-to-month tenancy began 2 years ago in September. There is no written tenancy agreement, however rent in the amount of \$900.00 per month is payable on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$450.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a basement suite and the landlord resides in the upper level of the home.

The landlord further testified that on July 27, 2021 the landlord served the tenant with a One Month Notice to End Tenancy for Cause (the Notice). The landlord is 90% sure that the landlord posted it to the tenant's door, or maybe the landlord's spouse did. The landlord has provided pages 1 and 2 only of the 3-page Notice. It is dated July 27, 2021 and contains an effective date of vacancy of September 1, 2021. The second page of the approved form contains boxes to set out the reason for issuing it, but none of the boxes has been checked. An explanation is hand-written in the "Details of Cause(s)" section.

The landlord testified that the tenant stole money from the landlord's purse and someone also stole a bicycle. The tenant's husband was there, and right after, the only thing that disappeared was the bike. The landlord made a complaint to police and explained everything.

The landlord also testified that her son will be moving into the rental unit.

The tenant testified that the day the landlord says that the tenant stole money, the landlord told the tenant that the landlord had seen the tenant, which is not true.

Whatever the tenant's estranged husband has done has nothing to do with the tenant.

The landlord told the tenant that a friend of the landlord's son will be moving in.

Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was given in accordance with the *Residential Tenancy Act*, which can include the reason(s) for issuing it. The notice also has to be in the approved form.

The law sets out the reasons that a landlord may end a tenancy, and all of the applicable reasons are on the second page of the Notice, which is why the Notice must be in the approved form.

In this case, the landlord has used the form, but has only provided 2 pages of a 3-page document. Therefore, I cannot be satisfied that the One Month Notice to End Tenancy for Cause was given in the approved form.

The second page of the Notice does not indicate which of the recitals, taken from the *Residential Tenancy Act*, apply to this tenancy.

I find that the landlord has not issued a notice to end the tenancy in accordance with the *Residential Tenancy Act*. Therefore, I cancel it and the tenancy continues.

Conclusion

For the reasons set out above, the One Month Notice to End Tenancy for Cause dated July 27, 2021 is hereby cancelled and the tenancy continues.

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: December 10, 2021

Residential Tenancy Branch