



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, RP, OLC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 47;
2. An Order for repairs - Section 32; and
3. An Order for the Landlord’s compliance - Section 62.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matter

In addition to the claim for a cancellation of a notice to end tenancy the Tenant has claimed for repairs to the unit and for an order that the Landlord comply with the requirements under the Act in relation to the Tenant’s rights under the Act.

Rule 2.3 of the Residential Tenancy Branch (the “RTB”) Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. The repair and compliance claims are not related to the matter of whether the tenancy will end, and for this reason I dismiss these claims with leave to reapply.

Issue(s) to be Decided

Is the notice to end tenancy effective?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Background and Evidence

The following are agreed facts: the tenancy under written agreement started on September 1, 2021. Rent of \$1,400.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$700.00 as a security deposit. On November 20, 2021 the Landlord served the Tenant with a one month notice to end tenancy for cause.

The Tenant states that the notice to end tenancy given to the Tenant is dated October 20, 2021 and that the notice contains no details for the reasons to end the tenancy. There was also nothing attached to the notice setting out the details. The Tenant states that it is unknown what those details may have been. The Tenant provides a copy of the notice to end tenancy that was given to the Tenant.

The Landlord states that the notice to end tenancy that was given to the Tenant was dated November 20, 2021 and that details were included. The Landlord refers to the copy of the notice to end tenancy that the Landlord provided as evidence. The Landlord confirms that the Landlord gave the Tenant the wrong copy of the notice to end tenancy and the Landlord states that this was an error.

Analysis

Section 52(e) of the Act provides 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. I note that the approved form for the notice to end tenancy for cause includes a section for details and sets out that this information is required. Given the Tenant's copy of the notice that contains no details, as the Landlord's copy of the notice contains an overwritten date that appears to have originally been October 20, 2021, as the Landlord

confirms that errors were made in not giving the Tenant the Landlord's copy, I find on a balance of probabilities that there were no details provided in the notice to end tenancy that was given to the Tenant. Given the Tenant's evidence that they had no idea what those details would have been, I also consider that the lack of details on the notice to end tenancy prejudices the Tenant's rights to know the case against them. For these reasons I find that the notice to end tenancy for cause is not effective to end the tenancy and that the Tenant is therefore entitled to its cancellation. The tenancy continues.

Conclusion

The notice to end tenancy for cause is not effective to end the tenancy and is cancelled. The tenancy continues.

This decision is made on authority delegated to me by the Director of the RTB under Section 9.1(1) of the Act.

Dated: January 18, 2022

Residential Tenancy Branch