



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC OLC FFT

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause dated August 23, 2021 (1 Month Notice), for an order directing the landlord to comply with the Act, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenant and the landlord attended the teleconference hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As both parties confirmed having received documentary evidence from the other party and that they had the opportunity to review that evidence prior to the hearing, I find the parties were sufficiently served in accordance with the Act.

### Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

Furthermore, the email address of the tenant was confirmed at the outset of the hearing. The landlord stated that they would prefer the decision being sent via regular mail and as a result, the landlord's mailing address was corrected during the hearing pursuant to section 64(3)(c) of the Act. The decision will be emailed to the tenant and sent via regular mail to the landlord given the above.

### Issues to be Decided

- Should the 1 Month Notice be set aside?
- If yes, should the landlord be directed to comply with the Act, regulation or tenancy agreement?
- Is the tenant entitled to the recovery of the cost of the filing fee under the Act?

### Background and Evidence

A copy of the tenancy agreement was not submitted in evidence. The parties agreed that a month-to-month tenancy began in June 2017. The parties agreed that currently monthly rent of \$1,383.75 is due on the last day of the month prior.

The tenant confirmed that they received the 1 Month Notice on August 23, 2021, which was dated on the same day. The tenant disputed the 1 Month Notice on August 27, 2021, which is within the 10-day timeline provided for under the Act to dispute the 1 Month Notice. The landlord listed the following causes on the 1 Month Notice:

---

☐ Tenant or a person permitted on the property by the tenant has (check all boxes that apply):

- ☒ significantly interfered with or unreasonably disturbed another occupant or the landlord.
- ☐ seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
- ☒ put the landlord's property at significant risk

---

The Details of Cause(s) portion of the 1 Month Notice reads as follows:

<b>Details of Causes(s): Describe what, where and who caused the issue and include dates/times, names etc. This information is required. An arbitrator may cancel the notice if details are not provided.</b>	
Details of the Event(s):	<i>All to follow. reports, documentation of events with dates &amp; time. Plus witnesses.</i>

During the hearing, once the Details of Cause(s) section was reviewed, the tenant was asked if they were provided any attachments with the 1 Month Notice when the 1 Month Notice was served. The tenant affirmed that the 1 Month Notice did not include any attachments describing the Details of the Cause(s) and that the tenant did not understand why the 1 Month Notice was issued. The landlord confirmed that they did not serve the tenant with any attachments explaining the reasons for serving the 1 Month Notice when the 1 Month Notice was served on the tenant.

It was at this point that the landlord was advised that the Details of Cause(s) section of the 1 Month Notice also states "Include any dates, times, people or other information that says who, what, where and when caused the issue. The RTB may cancel the notice if details are not described." The parties were also advised that I would be cancelling the 1 Month Notice as I find the 1 Month Notice Details of Cause(s) to be too vague to end this tenancy and are incomplete.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

When a tenant disputes a 1 Month Notice on time, which the tenant did in this matter, the onus of proof reverts to the landlord to prove that the 1 Month Notice is valid and should be upheld. If the landlord fails to prove the 1Month Notice is valid, the 1 Month Notice will be cancelled.

As indicated above, I find the Details of Cause(s) listed by the landlord to be too vague for the tenant to properly rebut the 1 Month Notice and that the 1 Month Notice was incomplete as a result. The Details of Cause(s) do not include dates, times, or locations or set out the specifics that are being alleged. Therefore, I find that such a 1 Month Notice, without more specific details, is insufficient to end a tenancy. Therefore, I find it unnecessary to consider any further evidence related to the 1 Month Notice as I find the 1 Month Notice itself to be too vague and incomplete to be valid when the landlord writes "All to follow".

As the landlord has failed to prove that the 1 Month Notice was valid, **I set aside** the 1 Month Notice.

**I ORDER** the tenancy to continue until ended in accordance with the Act.

As the tenant's application had merit, I find that the tenant is entitled to monetary compensation pursuant to section 67 of the Act, in the amount of **\$100.00** to recover the cost of \$100.00 filing fee. Therefore, I make the following order pursuant to section 62(3) of the Act.

**I ORDER** a one-time rent reduction in the amount of **\$100.00** from a future month of rent for the tenant in full satisfaction of the tenant's recovery of the cost of the filing fee.

**I CAUTION** the landlord not to issue vague or incomplete notices in the future on the tenant.

### Conclusion

The tenant's application is successful.

The 1 Month Notice is cancelled as it is too vague and incomplete to end a tenancy.

This decision will be emailed to the tenant and sent via regular mail to the landlord.

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

The tenant is granted a one-time rent reduction of \$100.00 for the filing fee as noted above.

I caution the landlord not to issue vague or incomplete notices in the future on the tenant.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 7, 2022

---

Residential Tenancy Branch