



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GORE BROTHERS NEW HOMES  
INC. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC MNDCT FFT

### Introduction

This hearing dealt with an Application for Dispute Resolution (application) under the *Residential Tenancy Act* (Act) by the tenant to cancel a 1 Month Notice to End Tenancy for Cause dated March 23, 2022 (1 Month Notice), for a monetary claim of \$220.22 and to recover the cost of the filing fee.

The tenant and landlord MG (landlord) attended the teleconference hearing. The parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The landlord confirmed that the landlord did not serve the tenant with any evidence in response to the tenant's application. The landlord confirmed that they were served with the tenant's application and documentary evidence and had the opportunity to review that evidence prior to the hearing. I find the landlord was sufficiently served under the Act based on the above.

### Preliminary and Procedural Matters

Rule 2.3 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the application, the most urgent of which is the application to cancel the 1 Month Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to cancel the 1 Month Notice and the tenant's application to recover the cost of the filing fee at this

proceeding. The balance of the tenant's application, the monetary claim of \$229.22, is **dismissed, with leave to re-apply.**

The parties confirmed their email addresses at the outset of the hearing and were advised that the Decision would be emailed to both parties.

Issues to be Decided

- Should the 1 Month Notice be cancelled?
- If yes, 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 submitted in evidence for my consideration. It was not signed by the tenant. It began on June 24, 2017, which the landlord confirmed. It is a month-to-month tenancy.

The tenant indicates on their application that the landlord served the 1 Month Notice in person on March 23, 2022. The effective vacancy date is listed as April 30, 2022. The tenant filed their application to dispute the 1 Month Notice on March 28, 2022.

On the 1 Month Notice, the landlord has alleged 1 cause, namely:

- ☒ Tenant's rental unit/site is provided by the employer to the employee to occupy during the term of employment and employment has ended.

The Details of Cause(s) section was not completed by the landlord and reads as follows:

Details of Cause(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.

Details of the Event(s):

The parties were advised that by failing to complete the Details of Cause, I was cancelling the 1 Month Notice as failure to provide the specific details was a fatal flaw under the Act, which I will address below.

### Analysis

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

The 1 Month Notice has an effective vacancy date of April 30, 2022. The tenant disputed the 1 Month Notice on March 28, 2022, which is within the 10-day timeline provided for under section 47 of the Act to dispute a 1 Month Notice.

Once a 1 Month Notice is disputed, the onus of proof reverts to the landlord to prove that the 1 Month Notice is valid. The landlord did not submit any documentary evidence in support of the 1 Month Notice. In addition, the parties were also advised that I find the Details of Cause portion was required to be filled out to as section 52 of the Act requires that the form be in the approved form and failing to complete the form is a fatal flaw. This also provides the tenant the ability to know the details of the 1 Month Notice so they can arrange rebuttal evidence in response to the allegations by the landlord. In fact, the 1 Month Notice states the following in the Details of Cause section:

**Detail of Cause(s): Describe what, where and who caused the issue and include date/times, names etc. This information is required. An arbitrator may cancel the notice if details are not provided.**

Based on the above, I find the landlord served an incomplete 1 Month Notice that fails to comply with section 52 of the Act. Therefore, **I cancel** the 1 Month Notice dated March 23, 2022 as the landlord has not met the burden of proof to prove that the 1 Month Notice is valid. Providing the Details of Cause is critical to ensuring the other party has been sufficiently served with a completed notice to end tenancy so they may properly prepare a rebuttal to any such notice.

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

As the tenant's application was successful, I grant the tenant a monetary order of **\$100.00** for the filing fee pursuant to sections 67 and 72 of the Act.

Conclusion

The 1 Month Notice issued by the landlord dated March 23, 2022 is cancelled and is of no force or effect.

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

The tenant has been granted a monetary order of \$100.00 for the filing fee.

The decision will be emailed to both parties as confirmed during the hearing.

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: July 18, 2022

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Residential Tenancy Branch