



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 in response to an application for dispute resolution (“Application”) filed by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) in which the Tenant seeks an order cancelling a One Month Notice to End Tenancy dated February 27, 2022 (“1 Month Notice”).

The Landlord, Tenant, Tenant’s agent (“SP”) and Tenant’s advocate (“JM”) attended the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure*. The parties were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The Tenant stated she served the Notice of Dispute Resolution Proceeding (“NDRP”) on the Landlord’s door on March 18, 2022. Although this method of service did not comply with the requirements of section 89 of the Act, the Landlord acknowledged receipt of the NDRP. As such, I find the NDRP was sufficiently served by the Tenant on the Landlord pursuant to section 71(2)(b) of the Act.

Preliminary Matter – 1 Month Notice Non-Compliant with Section 52 of Act

The Landlord stated he served the 1 Month Notice on the Tenant's door on February 27, 2022. I noted the Form RTB-33 used by the Landlord was obsolete as it was missing the details on the cause for ending the tenancy and it did not provide additional information regarding the Tenant's rights to dispute the 1 Month Notice that now appears on the current Form RTB-33.

Section 52 of the Act states:

- 52** *In order to be effective, a notice to end a tenancy 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) *except for a notice under section 45 (1) or (2) [tenant's notice], state the grounds for ending the tenancy,*
 - (d.1) *for a notice under section 45.1 [tenant's notice: family violence or long-term care], be accompanied by a statement made in accordance with section 45.2 [confirmation of eligibility], and*
 - (e) *when given by a landlord, be in the approved form.*

[emphasis added in italics]

As the Landlord did not serve the Tenant with an approved Form RTB-33 as required by section 52(e) of the Act, the 1 Month Notice is ineffective. As such, the Tenant's Application is successful and I cancel the 1 Month Notice. The tenancy continues until ended in accordance with the Act.

Conclusion

The 1 Month Notice is cancelled. The tenancy continues until ended in accordance with the Act.

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: July 3, 2022

Residential Tenancy Branch