



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VERNON NATIVE HOUSING  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

Tenant: CNC  
Landlord: OPC, FFL

### Introduction

This was a hearing to deal with two crossed Applications for Dispute Resolution filed under the *Residential Tenancy Act* (the Act).

The tenant applied on April 11, 2022, seeking:

- an order to cancel a One Month Notice to End Tenancy for Cause, dated March 30, 2022 (the One Month Notice).

The landlord applied on June 17, 2022, seeking:

- an order of possession, having served the One Month Notice; and
- the filing fee.

The hearing was attended by the tenant and the landlord. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The parties raised no issues about service of their applications to each other and were ready to proceed.

### Issues to be Decided

- 1) Is the tenant entitled to an order cancelling the One Month Notice?
- 2) If not, is the landlord entitled to an order of possession?
- 3) Is the landlord entitled to the filing fee?

### Background and Evidence

While I have considered the presented documentary evidence and the testimony of the parties, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the parties' claims and my findings are set out below.

The parties agreed on the following particulars of the tenancy. It began December 15, 2021; rent is \$1,225.00, due on the first of the month; and the tenant paid a security deposit of \$612.00, which the landlord still holds.

The parties agreed the One Month Notice was served on the tenant in person on March 30, 2022.

A copy of the One Month Notice was submitted as evidence. It is signed and dated by the landlord, gives the address of the rental unit, and states an effective date.

On page 2 of the One Month Notice, multiple reasons for the Notice are checked off. The available area of the Details of the Events section of the Notice is filled with text in a very small point size. The landlord agreed that the text size used to complete this section was too small. The landlord testified that no supplementary materials were served on the tenant along with the One Month Notice.

### Analysis

Based on the testimony of the parties, I find the One Month Notice was served on the tenant in person on March 30, 2022, in accordance with section 88 of the Act.

Section 47 of the Act states that a tenant receiving a One Month Notice may dispute it within 10 days after the date the tenant receives it. The Rules of Procedure state that if the time for doing an act in a government office (such as the Residential Tenancy Branch or Service BC) falls or expires on a day when the office is not open during regular business hours, the time is extended to the next day that the office is open.

As the tenant received the Notice on March 30, 2022 and applied to dispute it on Monday April 11, 2022, I find the tenant met the 10-day deadline.

Sections 12 and 19 of the *Residential Tenancy Regulation* (the Regulation) state that the type in the tenancy agreement and condition inspection report, respectively, must be

no smaller than 8 point. This requirement is in place as it is important for parties to be able to read and understand the content of these important documents.

I used software to confirm that the size of the font in the Details of the Events section was smaller than 8 point.

While the Act is silent on the required type size in a notice to end tenancy, as it is an important document for tenants to be able to read and understand, like the tenancy agreement and the inspection report, I find it reasonable for the type size to be guided by the minimum requirement of the Regulation.

Section 52 of the Act requires that, in order to be effective, a notice to end tenancy must state the grounds for ending the tenancy. The grounds are articulated in the One Month Notice by the reasons checked off, and by the additional information in the Details of the Events section, which includes the following instructions: "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."

As the landlord failed to complete the Details of the Events section in the minimum point size required by the Regulation for related documents, enabling it to be easily read and understood, I find the landlord has failed to state the grounds of the Notice, as required by section 52 of the Act, rendering the Notice ineffective.

Therefore, the One Month Notice is cancelled, and the tenancy will continue until it is ended in accordance with the Act.

As the landlord is unsuccessful in their application, I decline to award them the filing fee.

### Conclusion

The One Month Notice is cancelled; the tenancy will continue until it is 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: August 15, 2022

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Residential Tenancy Branch