



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

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## DECISION

Dispute Codes      CNC OLC FFT

### Introduction

The tenant disputes a *One Month Notice to End Tenancy for Cause* (the “Notice”) pursuant to section 47(4) of the *Residential Tenancy Act* (“Act”). In addition, the tenant seeks an order for landlord compliance pursuant to section 62 of the Act. The tenant seeks recovery of the cost of the filing fee under section 72 of the Act.

Attending the dispute resolution hearing were the tenant and the landlord. The parties were affirmed, no service issues were raised, and Rule 6.11 of the Residential Tenancy Branch’s *Rules of Procedure* was explained to the parties.

### Preliminary Issue: Incomplete Notice

A tenancy may only be ended by one of the ways listed in [section 44\(1\)](#) of the Act. One of those ways, section 44(1)(iii), is “for cause.” A landlord wanting to end a tenancy for cause would issue a *One Month Notice to End Tenancy for Cause*. What is important is that the notice to end tenancy comply with section 52 of the Act. Section 52 of the Act, titled “Form and content of notice to end tenancy”, states that (emphasis added):

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.

As emphasized above, subsection 52(d) of the Act requires that the grounds, or reason, for ending the tenancy be stated on the notice to end tenancy. Reasons for ending a tenancy using a *One Month Notice to End Tenancy for Cause* are listed under [section 47\(1\) of the Act](#). These reasons are mirrored on page 2 of the Notice. A landlord must only check off one or more of the applicable boxes.

In the dispute before me, the landlord did not indicate which of the many reasons for ending the tenancy applied. While I appreciate that the landlord listed a brief description of the underlying problem, nowhere did he indicate—as is strictly required under the Act—the ground under section 47(1) by which the Notice was being issued. The landlord reviewed the boxes during the hearing and explained that he could find none of the boxes that might be applicable to the circumstances.

Given the above, because the ground for ending the tenancy and for issuing the Notice is not stated, and because the landlord was unable to articulate which of the available reasons for ending the tenancy, I am unable to amend the Notice pursuant to section 68 of the Act and must order the Notice to be invalid. The Notice issued on April 1, 2022 is hereby cancelled and it is of no force or legal effect. As such, the tenancy shall continue until it is ended in accordance with the Act.

As an aside, the landlord is at liberty to file an application for an expedited hearing should he have cause for concern related to his personal safety or well-being:

[www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/solving-problems/dispute-resolution/expedited-hearings](http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/solving-problems/dispute-resolution/expedited-hearings).

### Issues

1. Is the tenant entitled to an order under section 62 of the Act?
2. Is the tenant entitled to recover the cost of the application filing fee?

### Background and Evidence

Relevant evidence, complying with the *Rules of Procedure*, was carefully considered in reaching this decision. Only relevant oral and documentary evidence needed to resolve the issues of this dispute, and to explain the decision, is reproduced below.

The tenancy began January 3, 2022, monthly rent is \$1,450.00, and the tenant paid a \$725.00 security deposit. There is a copy of a written tenancy agreement (called a “residential lease agreement”) in evidence.

In respect of the tenant's application for an order under section 62 of the Act the tenant stated: "Landlord has not used Rtb paperwork and expects free labour for landscaping".

The tenant briefly spoke about the tenancy agreement not being in the form available by the Residential Tenancy Branch (most likely referring to this:

[https://www2.gov.bc.ca/assets/gov/housing-and-tenancy/residential-tenancies/forms/rtb1\\_chrome.pdf](https://www2.gov.bc.ca/assets/gov/housing-and-tenancy/residential-tenancies/forms/rtb1_chrome.pdf)). However, I explained to the tenant that a landlord is not required to use the form if they do not wish. If the terms of a written tenancy agreement are consistent with the Act, then non-standard tenancy agreements are certainly acceptable.

The tenant also briefly spoke about other issues pertaining to tree pruning and so forth, and about some interior rental unit conditions. There was no documentary evidence submitted to provide greater context or information on these matters.

### Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

[Subsections 62\(2\) and \(3\) of the Act](#) permit an arbitrator to make an order requiring a tenant or a landlord to comply with the Act, the regulations, or a tenancy agreement.

In this dispute, there is no compelling and persuasive evidence before me to find that the landlord is not complying with the Act, the regulations, or the tenancy agreement. As such, I am not inclined to grant any orders against the landlord under section 62 of the Act. This aspect of the tenant's application is dismissed without leave to reapply.

Regarding the tenant's claim for the application filing fee, as the Notice was found to be invalid and was cancelled, the tenant is entitled to recover the cost of the application filing fee pursuant to section 72 of the Act.

Therefore, pursuant to section 72(2)(a) of the Act, the tenant may make a one-time deduction of \$100.00 from his next rent payment, in satisfaction of this award.

Conclusion

**IT IS HEREBY ORDERED THAT:**

1. the *One Month Notice to End Tenancy for Cause* served April 1, 2022 is cancelled.
2. the tenant's application for an order under section 62 of the Act is dismissed, without leave to reapply.
3. the tenant is granted \$100.00 pursuant to section 72 of the Act.

This decision is final and binding on the parties, and it is made on delegated authority under section 9.1(1) of the Act. A party's right to appeal this decision is limited to grounds provided under section 79 of the Act or by way of an application for judicial review under the *Judicial Review Procedure Act*, RSBC 1996, c. 241.

Dated: August 15, 2022

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Residential Tenancy Branch