



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction and Procedural History

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear a residential tenancy dispute. On April 6, 2022, the tenant applied for an order cancelling a One Month Notice to End Tenancy for Cause, dated March 30, 2022 (the One Month Notice).

This hearing was reconvened after being adjourned on August 8, 2022. This decision should be read in conjunction with the Interim Decision issued on August 8, 2022.

The reconvened hearing was attended by the tenant and the landlord, who were affirmed and made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The landlord confirmed receipt of the Notice of Dispute Resolution Proceeding, the Interim Decision, and the tenant's evidence. The tenant confirmed receipt of the landlord's responsive evidence.

### 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?

### Background and Evidence

Those present agreed on the following regarding the tenancy. Rent is \$596.00, due on the first of the month; and the tenant paid a security deposit of \$250.00, which the landlord still holds.

The tenant testified the tenancy began in 2013; the landlord testified he was not the manager then, and that his records indicate the tenancy began February 1, 2014.

The landlord testified he could not recall when he served the One Month Notice on the tenant by putting it in the mail slot; eventually the parties agreed the Notice was served on March 30, 2022, and the tenant testified she received it on the same day.

A copy of the One Month Notice is submitted as evidence. Its three pages are a combination of versions of the Notice from the 1980s, 2016, and a more up to date version. No reasons for the One Month Notice are checked off on the document.

### Analysis

Section 47 of the Act permits a landlord to end a tenancy for cause.

Based on the parties' testimony, I find the landlord served the tenant the One Month Notice on March 30, 2022, in accordance with section 88 of the Act, and that the tenant received it the same day.

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 the Notice. As the tenant received the Notice on March 30, 2022 and applied to dispute it on April 6, 2022, I find she met the 10-day deadline.

Section 47(3) of the Act states that a notice under this section must comply with section 52 [*form and content of notice to end tenancy*]. Section 52(d) requires that a notice under section 47 state the grounds for ending the tenancy, and section 52(e) states that when given by the landlord, the Notice must be in the approved form.

As no reasons are checked off on the One Month Notice, I find it does not state the grounds for ending the tenancy. And as the Notice served, comprised of some very old version of the One Month Notice to End Tenancy for Cause, is not comparable or as easily understood as the current version of the document, I find the One Month Notice served on the tenant is not in the approved form.

Accordingly, I find the Notice does not meet the form and content requirement of section 52 of the Act.

Therefore, I cancel the One Month Notice, as it is ineffective, pursuant to section 52.

The tenancy will continue until it is ended in accordance with the Act.

Conclusion

The tenant's application is granted; 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 30, 2022

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Residential Tenancy Branch