



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNDC, OT, LRE, LAT, OLC, FF

### Introduction

This hearing convened in response to the tenant's application and amended application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act) for:

- an order cancelling the One Month Notice to End Tenancy for Cause (Notice) issued by the landlord;
- compensation for a monetary loss or other money owed;
- an order suspending or setting conditions on the landlord's right to enter the rental unit;
- authorization to change the locks to the rental unit;
- an order requiring the landlord to comply with the Act, regulations, or tenancy agreement
- deal with other issues not listed; and
- recovery of the cost of the filing fee.

Both the tenant and the landlord eventually attended the hearing. The tenant was not present at the beginning of the hearing and the landlord called into the teleconference hearing 14 minutes late. At that time, the hearing process was explained.

All parties were affirmed and confirmed receiving the other's evidence.

I have reviewed the evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, only the evidence relevant to the issues and findings in this matter are described in this Decision, per Rule 3.6.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

### Preliminary and Procedural Matters-

Rule 2.3 requires that claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply. In this circumstance the tenant indicated several matters of dispute on the application. I find the most urgent issue on the tenant's application is consideration of the tenant's request to cancel the Notice.

As a result, 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 Notice and to recover the cost of the filing fee at this proceeding. The balance of the tenant's application is **dismissed, with leave to re-apply**.

### Analysis and Conclusion

When a landlord seeks to end a tenancy for any of the reasons listed in section 47 of the Act, the landlord is required to serve a notice which complies with section 52 Act as to form and content of the notice to end the tenancy and provide sufficient evidence on a balance of probabilities to support the Notice.

### **Section 52 requires the following:**

#### **Form and content of notice to end tenancy**

**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.**

[My emphasis added]

In the matter before me, I find the landlord's Notice did not contain the required information and is therefore not valid.

The Notice did not list any causes, as none of the boxes associated with each alleged cause on the approved RTB form used by the landlord were marked.

As the Notice did not list any alleged causes, it was not necessary to hear from either party in support of or in response to the Notice.

In addition, the landlord did not use the most current RTB approved form. The current form requires a landlord to describe what, where, and who caused the issue and included dates/times, names, etc. The landlord, on the Notice form, is informed that this evidence is required or the Notice may be cancelled.

Tenancy Policy Guideline 18 states that an arbitrator may not amend a form which does not contain the required information.

Due to a deficient 1 Month Notice form used by the landlord, I find the Notice of March 30, 2022, is not valid or enforceable. The Act requires that notices to end tenancy issued by the landlord contain all of the required information and be in the approved form.

As a result of the above, I **cancel** the Notice in this matter and it is of **no force or effect**. The landlord is also reminded to complete all notices as required by section 52 of the Act in the future.

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

As I have cancelled the Notice, I grant the tenant recovery of the filing fee of \$100. The tenant is directed to deduct \$100 from a future monthly rent payment and inform the landlord of when they make this deduction.

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*. Pursuant to

section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: August 08, 2022

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Residential Tenancy Branch