



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

The Tenant applies to cancel a One-Month Notice to End Tenancy dated April 22, 2022 (the “One-Month Notice”) pursuant to s. 47 of the *Residential Tenancy Act* (the “Act”).

J.S. and B.R. appeared as the Tenants. The Tenants were joined by C.J. as their advocate. A.D. appeared as the Landlord.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

The Landlord advised that the One-Month Notice had been served on the Tenants, though was unable to provide specific information with respect to service when I enquired. The Tenants’ advocate confirmed that the Tenants received the One-Month Notice on April 22, 2022 when it was personally served on them. I find that the One-Month Notice was served in accordance with s. 88 of the *Act* and was received by the Tenants on April 22, 2022 as acknowledged by their advocate at the hearing.

The parties advise that they served their application materials on the other side. Both parties acknowledge receipt of the other’s application materials without objection. Based on the mutual acknowledgments of the parties without objection, I find that pursuant to s. 71(2) of the *Act* that the parties were sufficiently served with the other’s application materials.

### Issues to be Decided

- 1) Should the One-Month Notice be cancelled?
- 2) If not, is the Landlord entitled to an order of possession?

### Background and Evidence

The parties were given an opportunity to present evidence and make submissions. I have reviewed all written and oral evidence provided to me by the parties, however, only the evidence relevant to the issues in dispute will be referenced in this decision.

The parties confirmed the following details with respect to the tenancy:

- The Tenants took occupancy of the rental unit on December 1, 2020.
- Rent of \$1,700.00 is due on the first day of each month.
- The Landlord holds a security deposit of \$850.00 and a pet damage deposit of \$850.00 in trust for the Tenants.

A copy of the tenancy agreement was put into evidence by the Tenants. The subject rental unit is a strata property.

The Landlord advised that she was issued two fines from the strata due to violations by the Tenants, which include the number of pets exceeding the amount permitted under the strata bylaws and the Tenants using more parking spaces than are allotted to them. The Landlord says that she paid strata fines totalling \$630.34. The Landlord testified that the complaints from the strata prompted her to serve the One-Month Notice.

The Landlord testified that the Tenants have access to two parking stalls as per their tenancy agreement but had parked a third vehicle at the property. The Tenants confirm they had parked a third vehicle at the property but argued that it has been removed such that they no longer park three vehicles at the property. The Tenants indicate they were provided a warning regarding the third vehicle and that the third vehicle was removed prior to the One-Month Notice being served.

The Landlord testified that the Tenants are permitted one pet at the rental unit as per the tenancy agreement. The Tenants deny this and indicate that the Landlord was aware that they had two pets prior to the beginning of the tenancy. The Tenants admitted that there are two occasions in which they had more than two pets: the first being when a family member stayed with the Tenants for approximately one week and

the second instance being when another family member visits with her dog during the day. The Tenants deny being given a warning letter with respect to there being too many pets at the house.

The One-Month Notice lists that the Tenants have severely damaged the rental unit. However, the Landlord made no submissions on this point. The Tenants emphasized at the hearing that there is no evidence of damage to the rental unit.

The Tenants continue to reside within the rental unit.

### Analysis

The Tenants apply to cancel the One-Month Notice.

Under s. 47 of the *Act*, a landlord may end a tenancy for cause and serve a one-month notice to end tenancy on the tenant. Pursuant to s. 47(4) of the *Act*, a tenant may file an application disputing the notice but must do so within 10 days of receiving it. If a tenant disputes the notice, the burden for showing that the one-month notice was issued in compliance with the *Act* rests with the landlord.

Section 47(3) of the *Act* requires all notices to end tenancy issued under s. 47 to comply with the formal requirements for notices as set out under s. 52. Section 52 states 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.

(Underline Added)

I have reviewed the One-Month Notice. Though the notice largely complies with the requirements set under s. 52 of the *Act*, it is not signed. Section 52(a) of the *Act* is clear that a notice, in order to be effective, must be signed and dated by the Landlord. The Landlord failed to do so under the circumstances. As the notice has not been signed, I find that it does not comply with s. 52 *Act* and is, therefore, not a proper notice to end tenancy as required by s. 47(3).

I therefore grant the Tenant's application and cancel the One-Month Notice as it does not comply with the content requirements set by s. 52 of the *Act*. The One-Month Notice is of no force or effect and the tenancy shall continue until it is ended in accordance with the *Act*.

I make no comments or findings with respect to the substantive aspects of the allegations raised by the Landlord in the One-Month Notice.

#### Conclusion

The One-Month Notice fails to comply with the form and content requirements for notices to end tenancy as set out under s. 52 of the *Act*. I grant the Tenant's application and cancel the One-Month Notice, which is of no force or effect. The tenancy shall 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 31, 2022

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Residential Tenancy Branch