



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FF

Introduction

This hearing convened to deal with the tenant's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The tenant applied for an order cancelling the One Month Notice to End Tenancy for Cause (Notice/1 Month Notice) issued by the landlord, an order requiring the landlord to comply with the Act, regulations, or tenancy agreement, and to recover the cost of the filing fee.

The tenant's advocate, who filed the application on the tenant's behalf, the landlord and the landlord's interpreter attended the hearing.

The parties were provided an overview of the hearing process and were given the opportunity to ask questions prior to the hearing.

Neither party raised any concerns regarding the service of documentary evidence.

I have only considered the evidence that was served in accordance with the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issues to be Decided

- Should the 1 Month Notice be cancelled?
- Is the tenant entitled to orders requiring the landlord to comply with the Act?
- Is the tenant entitled to recovery of the cost of the filing fee?

Background and Evidence

In his application, the tenant confirmed receipt of the landlord's 1 Month Notice on June 7, 2022, when it was attached to the door. The Notice was dated June 5, 2022, for an effective move-out date of July 5, 2022. On the tenant's copy of the Notice, the date signed was changed by handwriting over the date, to June 6, 2022, for an effective, move-out date of June 6, 2022, which was also changed by handwriting over the date.

The tenant's application was filed on June 13, 2022, which I note is within the 10 day timeframe required by the Act. A copy of the Notice was submitted in evidence by both parties.

The Notice instructed the landlord to *"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"*.

In reviewing the Notice, the landlord failed to fill out the "Details of Cause(s)" section of the Notice. According to the Notice and the parties, the landlord neglected to fill out the "Details of Cause(s)" section of the Notice.

As to the tenant's request for an order requiring the landlord to comply with the Act, the advocate submitted that this request related to the 1 Month Notice form.

The parties were informed I could not proceed with the hearing due to the incomplete and insufficient form.

Analysis and Conclusion

Based on the documentary evidence and the testimony of the parties provided during the hearing, and on the balance of probabilities, I find the following.

1 Month Notice issued by landlord – Section 52 of the Act applies in this case and states:

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 Notice does not comply with section 52(d) of the Act and is invalid as it does not state the grounds for ending the tenancy in the “Details of Cause(s)” portion which would set out the specific allegations of the causes listed by the landlord on the Notice.

Therefore, I find the Notice is not valid as it is missing necessary and required information. The Act requires that notices to end tenancy issued by the landlord be in the approved form due to the fact that the approved form contains **all** of the required information a tenant would need to dispute the Notice if necessary.

As a result of the above, I **order** the One Month Notice in this matter is **cancelled** and is of **no force or effect**.

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

As the tenant’s application was successful, I grant the tenant the recovery of the cost of the filing fee under section 72 of the Act in the amount of **\$100**. Pursuant to sections 67 and 72 of the Act, I grant the tenant a one-time rent reduction of **\$100** from a future month’s rent in full satisfaction of the recovery of the cost of the filing fee.

I also find it was not necessary to consider the tenant’s request for an order requiring the landlord to comply with the Act, as that request related to the 1 Month Notice, which I have ordered cancelled.

Order for the landlord –

As there did not appear to be a written tenancy agreement for this tenancy, I inform the landlord that under section 13 of the Act, the landlord is required to prepare a written tenancy agreement for every tenancy and that the written tenancy agreement must conform to any requirements under the Residential Tenancy Regulations and this section. In this case, they did not prepare the written tenancy agreement. I therefore order the landlord to comply with his legal obligations as described.

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(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: October 31, 2022

Residential Tenancy Branch