



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for cancellation of the One Month Notice to End Tenancy for Cause (the "Notice"), pursuant to section 47 of the *Act*.

The tenant and an agent for the landlord (the "agent") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they are not recording this dispute resolution hearing.

Per section 95(3) of the *Act*, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

Both parties confirmed their email addresses for service of this Decision.

Preliminary Issue – Service

The tenant testified that he served the landlord with a copy of this application for dispute resolution via email and registered mail on or around June 15, 2022. The agent testified that the landlord received the above documents but could not recall when. I find that the landlord was sufficiently served with the tenant's application for dispute resolution for

the purposes of this *Act*, pursuant to section 71 of the *Act*, because receipt was confirmed.

The agent testified that the tenant was served with the Notice via email on May 25, 2022. The tenant testified that he received the Notice via email but could not recall on what date. I find that the tenant was sufficiently served with the Notice for the purposes of this *Act*, pursuant to section 71 of the *Act*, because receipt was confirmed.

Preliminary Issue- Form of Notice

Both parties uploaded the same Notice. The version of the Notice is from 2011 and is materially different that the current One Month Notice to End Tenancy for Cause as the 2011 version does not include a details of cause section.

Section 52(e) of the *Act* states that in order to be effective, a notice to end a tenancy must be in writing and must when given by a landlord, be in the approved form.

I find that the Notice is not in the approved form because the form used was 11 years out of date and did not include a details of cause section. The Notice is therefore void and of no force or effect.

Conclusion

The Notice is ineffective and of no force or effect.

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: October 14, 2022

Residential Tenancy Branch