



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Code            CNC-MT

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution made on July 4, 2022. The Tenant applied for an order cancelling a One Month Notice to End Tenancy for Cause and for more time to dispute it, pursuant to the Residential Tenancy Act (the Act).

The Tenant and the Landlord attended the hearing and provided affirmed testimony.

The Tenant testified that the Notice of Dispute Resolution Proceeding package was served on the Landlord in person. The Landlord acknowledged receipt. Pursuant to section 71 of the Act, I find these documents were sufficiently served for the purposes of the Act.

The Landlord testified that the documentary evidence in response to the Tenant's application was served in person. The Tenant acknowledged receipt of the Landlord's notice to end tenancy only. In the absence of evidence in support of service, I find the Tenant has not been served with or received the Landlord's evidence in accordance with the Act.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure, and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issues to be Decided

1. Is the Tenant entitled to more time to dispute the One Month Notice?
2. If so, is the Tenant entitled to an order cancelling the One Month Notice?

### Background and Evidence

The parties agreed the month-to-month tenancy began on July 1, 2021. Rent of \$1,100.00 per month is due on the first day of each month. The parties agreed the Tenant paid a security deposit of \$550.00, which the Landlord holds. A copy of the signed tenancy agreement was submitted into evidence.

The parties agreed the notice being disputed by the tenant is a type-written notice drafted by the Landlord and dated May 29, 2022. The notice states that the Landlord requires the rental unit “for business purposes” and that the Tenant must vacate by June 30, 2022.

### Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 52 of the Act describes the form and content requirements of a notice to end tenancy. It confirms that a notice to end tenancy must be signed and dated, give the address of the rental unit, state the effective date of the notice, and state the grounds for ending the tenancy. When a notice to end tenancy is given by a landlord, it must also be in the approved form. The language in the Act is mandatory.

In this case, the notice is a type-written note purporting to end the tenancy on June 30, 2022. However, the notice is not in the approved form. In addition, I note that “business purposes” are not a ground upon which to issue a one month notice to end tenancy for cause under section 47 the Act.

As the type-written notice does not meet the form and content requirements of section 52 of the Act, I find it is ineffective to end the tenancy. The tenancy will continue until otherwise ended in accordance with the Act.

As the notice is not in the approved form and is ineffective to end the tenancy, I find it is not necessary for me to consider the Tenant's request for more time to dispute it.

Conclusion

The type-written notice is ineffective to end the tenancy. The tenancy will continue until otherwise 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: November 24, 2022

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Residential Tenancy Branch