



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC OLC

Introduction

The Tenant filed an Application for Dispute Resolution (the “Application”) on June 20, 2022 seeking an order to cancel the One Month Notice to End Tenancy for Cause (the “One-Month Notice”). Additionally, they seek the Landlord’s compliance with the legislation and/or tenancy agreement.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on November 7, 2022. Both parties attended the conference call hearing. At the outset, I reviewed disclosure of evidence that either side provided in advance. On the basis that both parties received relevant disclosure from the other, I proceeded with the hearing.

Issues to be Decided

Is the Tenant entitled to a cancellation of the One-Month Notice?

Should the Tenant be unsuccessful in seeking to cancel the Two Month Notice, is the Landlord entitled to an order of possession pursuant to s. 55(1) of the *Act*?

Is the Landlord obligated to comply with the *Act* and/or the tenancy agreement?

Background and Evidence

The Landlord submitted copies of the tenancy agreement in their evidence. The “original signed contract” shows the tenancy starting on September 1, 2021, with the rent amount at \$1,500. The copy on which this tenancy was based was signed by the Landlord on August 23, and the Tenant on August 25, 2021.

The Landlord issued the One-Month Notice to the Tenant on June 14, 2022. The Tenant received this document in person on June 15, 2022 as the Landlord presented in the hearing. The document did not specify the end-of-tenancy move-out date on the copy that appears in the Tenant’s evidence. The third page of the document does not show the Landlord’s indication of why they sought to end the tenancy at that time; however, there is a brief description of the reasons in the “details” section on that page.

On their Application, the Tenant stated the Landlord is attempting to end the tenancy “for circumstances beyond my control” and “told me conflicting reasons for the eviction.”

Analysis

The *Act* s. 55 states, in part:

- 55** (1) If a tenant makes an application for dispute resolution to dispute a landlord’s notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if:
- (a) **the landlord’s notice to end tenancy complies with section 52 [form and content of notice to end tenancy]**, and
 - (b) the director, during the dispute resolution proceeding, dismisses the tenant’s application or upholds the landlord’s notice.

The *Act* s. 52 states:

- 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) . . . state the grounds for ending the tenancy,
 - . . . and

(e)when given by a landlord, be in the approved form.

In this hearing, the Tenant submitted a copy of the One-Month Notice. The copy does not include an effective end-of-tenancy date. The space for the move-out date for the Tenant is left blank.

Given that the Tenant provided a photo of the document that was served to them, I find it more likely than not that the copy they received was not complete as required by s. 52. The Tenant's copy bears no end-of-tenancy move-out date. The Tenant confirmed this in the hearing.

The onus is on the Landlord to prove the document they served was complete as required by s. 52. The Tenant provided evidence that outweighs that of the Landlord on this singular point. I find the document did not state the effective date of the notice, and that is a strict requirement of s. 52.

Because the document does not meet the requirements of s. 52, the condition of s. 55(a) was not met here by the Landlord.

For these reasons, I order the One-Month Notice is cancelled. I find the One-Month Notice, allegedly served by the Landlord on June 15, 2022 does not comply with the requirement set out in s. 52(c).

On their Application, the Tenant indicated they seek the Landlord's compliance with the legislation and/or tenancy agreement. They provided detail on this to say their submission that they "do not want to leave this housing and believe this eviction is illegal." Given that I have cancelled that One-Month Notice for the reason outlined above, I dismiss this piece of the Tenant's Application that also deals with the same issue.

Conclusion

For the reasons above, I order that the Two-Month Notice served by the Landlord on June 15, 2022 is cancelled. The tenancy remains in full force and effect.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: November 7, 2022