



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNDCT, FFT

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant July 01, 2022 (the “Application”). The Tenant applied as follows:

- To dispute a One Month Notice to End Tenancy for Cause dated July 01, 2022 (the “Notice”)
- For compensation for monetary loss or other money owed (the \$100.00 filing fee)
- To recover the filing fee

The Tenant appeared at the hearing. Nobody appeared at the hearing for the Landlord. I explained the hearing process to the Tenant. I told the Tenant they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The Tenant provided affirmed testimony.

The Tenant submitted evidence prior to the hearing. The Landlord did not submit evidence. I addressed service of the hearing package and Tenant’s evidence.

The Tenant had provided documentary evidence of service and confirmed the information at the hearing. The Tenant confirmed the hearing package and their evidence were sent to the Landlord’s residence by registered mail July 15, 2022, and Tracking Number 132 relates to this. I looked Tracking Number 132 up on the Canada Post website which shows the package was delivered July 21, 2022.

Based on the undisputed testimony of the Tenant and documentary evidence of service, I find the hearing package and Tenant’s evidence were served on the Landlord in accordance with sections 88(c) and 89(1)(c) of the *Residential Tenancy Act* (the “Act”).

Based on the Canada Post website information, I find the Landlord received the hearing package and Tenant's evidence July 21, 2022. I also find the Tenant complied with rule 3.1 of the Rules in relation to the timing of service.

Given I was satisfied of service, I proceeded with the hearing in the absence of the Landlord.

### Issues to be Decided

1. Should the Notice be cancelled?
2. Is the Tenant entitled to recover the filing fee?

### Background and Evidence

The Tenant submitted a portion of the written tenancy agreement between the parties. The Tenant confirmed the written tenancy agreement is between the parties named on the Application.

The Tenant submitted the Notice. The Notice has no grounds checked off on page two and the Details of Cause state:

Due to circumstances we need to give you a notice to end the tenancy, since my sister...and her husband will enter to Canada in August (*sic*) 2022 and they need to reside in this suit.

### Analysis

The Notice was issued pursuant to section 47 of the *Act*.

Section 52 of the *Act* 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) except for a notice under section 45 (1) or (2) [tenant's notice], **state the grounds for ending the tenancy...**

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

(emphasis added)

Here, the Notice does not state the grounds for it in the proper section. Further, the grounds stated in the Details of Cause section are not valid grounds to end a tenancy pursuant to section 47 of the *Act*. I find the Notice is invalid and I cancel the Notice. The tenancy will continue until otherwise ended in accordance with the *Act*.

Given the Tenant has been successful in the Application, I award them \$100.00 as reimbursement for the filing fee pursuant to section 72(1) of the *Act*. Pursuant to section 72(2) of the *Act*, the Tenant can deduct \$100.00 from their next rent payment.

### Conclusion

The Application is granted. The Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

The Tenant can deduct \$100.00 from their next rent payment.

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

Dated: November 18, 2022

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Residential Tenancy Branch