



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, FF

Introduction

This hearing convened to deal with the tenant's application and amended 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, compensation for the cost of emergency repairs, and to recover the cost of the filing fee.

The tenant and the landlords attended the hearing and were affirmed.

The parties were provided an overview of the hearing process.

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

I have reviewed all oral, written, and other evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced in this Decision. Further, only the evidence relevant to the issues and findings in this matter are described in this Decision, per Rule 3.6.

Preliminary and Procedural Matters-

Rule 2.3 authorizes me to dismiss unrelated claims contained in a single application. In this circumstance the tenant amended his application to include a claim for monetary compensation. I find this claim is not sufficiently related to the primary issue of disputing the 1 Month Notice.

The tenant's claim for compensation for the cost of emergency repairs is dismissed, with leave to re-apply.

Leave to reapply is not an extension of any applicable time limit.

Issues to be Decided

- Should the 1 Month Notice be cancelled?
- 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 August 31, 2022, when it was attached to the door. The Notice was dated August 31, 2022, for an effective move-out date of September 30, 2022.

The tenant's application was filed on September 2, 2022, which I note is within the 10 day timeframe required by the Act. A copy of the Notice was filed in evidence.

The Details of Cause(s) portion of 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 landlord, they did not complete this portion due to the tenant's verbal agreement to vacate. The tenant did not agree they had a verbal agreement.

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 1 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.

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: December 02, 2022

Residential Tenancy Branch