



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FFT

Introduction

The Tenant filed an Application for Dispute Resolution (the “Application”) on January 24, 2022 seeking an order to cancel the One Month Notice to End Tenancy for Cause (the “1M”), the Landlord’s compliance with the legislation and/or tenancy agreement, and reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on January 13, 2023. In the conference call hearing I explained the process and offered the attending party the opportunity to ask questions.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession of the rental unit, pursuant to s. 55 of the *Act*?

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

Is the Tenant eligible for reimbursement of the Application filing fee, pursuant to s. 72 of the *Act*?

Background and Evidence

The Tenant provided a copy of the One-Month Notice as evidence for this hearing. Page 1 of 3 of that document shows the Tenant name, the Landlord’s name and signature, the effective date (September 30, 2022), and the grounds for ending the tenancy. This is the RTB-#33 form created for this purpose.

The final page sets out the Landlord's concern about the Tenant starting a conflict with a departed roommate (i.e., another Tenant) who informed the Landlord they were leaving with very short notice, essentially because of the Tenant. The details set out the Landlord's concern that filling this vacancy with a new tenant may continue with more conflicts stemming from this Tenant in the future.

The Tenant in the hearing explained the conflict from their perspective. They reiterated that they had no other conflicts with other occupants either before or since the other tenant's departure in August 2022.

The Tenant also described the Landlord informally discussing the imposition of a rent increase. For three months in 2020, and again in 2021, the Tenant paid an extra \$50 in rent, proposed by the Landlord for added utility costs.

Also, the Tenant described the Landlord's inappropriate entry into the rental unit unannounced.

The Landlord responded to the issues of rental increase and entry, stating they were aware of the law surrounding those two issues.

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 provided a copy of the One-Month Notice. The copy does not include the address of the rental unit. I find this is required, to be precise on the ending of the tenancy, on all forms, and is specifically set out in s. 52. 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 to be cancelled. I find the One-Month Notice, issued by the Landlord on August 16, 2022, does not comply with the requirement set out in s. 52(b).

I direct the parties to the important provisions of the *Act* regarding other issues raised by the Tenant:

- s. 28 protects a tenant's right to quiet enjoyment – this includes reasonable privacy and freedom from unreasonable disturbance
- s. 29 restricts the Landlord's right of entry – this is with permission at the time of entry (*before* entry), or with 24 hours notice in writing.
- s. 42 sets the timing and proper notice of rent increases, these are not more than 12 months apart, with notice at 3 months before the effective date of the rent increase
- s. 43 sets a strict amount of rent increase, as prescribed in the *Residential Tenancy Regulation*

In the hearing, the Landlord stated their awareness of the provisions of the *Act*. I trust going forward the issues do not remain for the Tenant.

As the Tenant was successful in this application, I grant the Tenant is entitled to recover the \$100 filing fee they paid for this application. I authorize the Tenant to withhold the amount of \$100 from one future rent payment.

Conclusion

For the reasons above, I order the One-Month Notice is cancelled and 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: January 13, 2023

Residential Tenancy Branch