



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC PSF AAT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause (1 Month Notice), for an order directing the landlord to provide access to the rental unit, site or property, and to provide services or facilities required by law or the tenancy agreement. The tenant did not pay a filing fee as it was waived by the Residential Tenancy Branch (RTB).

The tenant and the landlord attended the teleconference hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The landlord confirmed that they received the tenant's application and their 2 pages of documents attached and that they had the opportunity to review those documents before the hearing. The landlord also confirmed that they did not serve any documentary evidence on the tenant or the RTB.

Preliminary and Procedural Matters

In addition, the parties confirmed their respective email addresses at the outset of the hearing. The decision will be sent by email to both parties.

RTB Rules of Procedure (Rules) 2.3 authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the application, the most urgent of which is the request to cancel

the 1 Month Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to cancel the 1 Month Notice at this proceeding. The balance of the tenant's application is dismissed, **with leave to re-apply**.

Issues to be Decided

- Should the 1 Month Notice be cancelled?

Background and Evidence

The parties confirmed there is no written tenancy agreement. The parties agreed that a verbal tenancy with just the tenant began in August 2022. This differed from an earlier tenancy where there were two tenants. The parties agreed that monthly rent was \$300 and that the rental unit was a cabin on 10 acres of property, including some outbuildings.

There was no 1 Month Notice issued under the Act. There was a text submitted by the tenant, that the parties agreed was dated October 2, 2022 (Text). The parties agreed that the Text asked the tenant to vacate the property by the end of October 2022.

The parties were advised that the Text was not an approved method under the Act to end a month-to-month tenancy, which I will address further below.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

Firstly, the tenant was never served with a 1 Month Notice and as such, there is nothing to cancel under the Act. The Text is not enforceable and is not an approved method for ending the tenancy. Should the landlord decide to issue a 1 Month Notice, the approved of form under the Act is RTB Form 33, which can be found at the following RTB website:

<https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/forms/forms-listed-by-number>

If the tenant is served with a 1 Month Notice or any other notice to end tenancy under the Act, the tenant may file an application to dispute a notice to end tenancy.

Section 13(1) of the Act applies and states:

Requirements for tenancy agreements

13(1) A landlord must prepare in writing every tenancy agreement entered into on or after January 1, 2004.

[emphasis added]

Given the above, and considering that the landlord has failed to put the tenancy agreement in writing, I caution the landlord to ensure that all future tenancy agreements comply with section 13 of the Act.

As there is no 1 Month Notice before me to be cancelled, the tenancy shall continue until ended in accordance with the Act.

Conclusion

There is no 1 Month Notice under the Act to be cancelled.

The tenancy shall continue until ended in accordance with the Act.

This decision will be emailed to both parties as indicated above.

The tenant has liberty to reapply for the portion severed from this application.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: February 23, 2023

Residential Tenancy Branch