



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding MENETHIL GROUP DEVELOPEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

This hearing convened to deal with the tenant's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The tenant applied for an order cancelling a One Month Notice to End Tenancy for Cause (Notice/1 Month Notice) issued by the landlord and to recover the cost of the filing fee.

The tenant and the tenant's advocate attended the hearing. No one from the landlord attended. The parties were affirmed.

The testimony and evidence showed that the landlord was served the tenant's Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by registered mail on October 19, 2022. Filed in evidence was a copy of the Canada Post receipt showing the tracking number for the mail.

The tenant and advocate provided affirmed testimony and submissions at the hearing.

I have only considered the evidence that was served in accordance with the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issues to be Decided

- Should the Notice be cancelled?
- Is the tenant entitled to recovery of the cost of the filing fee?

Background and Evidence

The tenant said there was no written tenancy agreement associated with this tenancy. The tenant said that the tenancy began in April 2015, monthly rent is \$625, and the tenant paid a security deposit of \$312.50.

The tenant and advocate stated that the current landlord purchased the property in April 2022.

In his application, the tenant confirmed receipt of the landlord's document in question in this dispute, informing the tenant they must move out. The notice was a letter dated September 29, 2022, and the relevant part states as follows:

The landlord will not be renting rooms anymore. Therefore, you must move out of the premises by Oct 31st, 2022, please to not submit rent for the month of October.

This letter was signed by an agent of the landlord.

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 letter notice does not comply with section 52(d) of the Act and is invalid as it not on the RTB approved form.

Therefore, I find the letter of September 29, 2022, requesting the tenant to vacate is not valid as it is missing necessary and required information. The Act requires that notices to end a 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 September 29, 2022 letter/notice is **cancelled** and is of **no force or effect**.

I ORDER the tenancy to continue until ended in accordance with the *Act*.

For the above reasons, I grant the tenant's application. As the tenant's application had merit, I grant the tenant the recovery of the \$100 filing fee. **I authorize** the tenant a one-time rent reduction in the amount of **\$100** from a future month's rent in full satisfaction of the recovery of the cost of the filing fee. The tenant should inform the landlord when making this deduction so that the landlord has no grounds to serve a 10 Day Notice in that event.

Order for the landlord –

As there was no written tenancy agreement for this tenancy, I inform the landlord that under section 13 of the Act, the landlord is required to prepare a written tenancy agreement for every tenancy and that the written tenancy agreement must conform to any requirements under the Residential Tenancy Regulations and this section. I therefore order the landlord to comply with their legal obligations as described, and under the current terms as noted above, for a monthly rent of \$625 and a security deposit of \$312.50. As the tenancy has been ongoing since 2015, I order the tenancy has now become a month-to-month tenancy.

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: February 16, 2023

Residential Tenancy Branch