



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RA REALTY ALLIANCE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

On September 29, 2022, the Tenant submitted an Application for Dispute Resolution under the Residential Tenancy Act to Cancel a One Month Notice to End Tenancy for Cause dated September 16, 2022.

The Tenants attended the teleconference hearing; however, the Landlord did not. The phone line remained open and was monitored for ten minutes and the Landlord did not call into the hearing during this time.

The Tenants testified that on October 18, 2022 they served the Landlord with the Notice of Dispute Resolution Proceeding using registered mail sent to the Landlord's agent as named in the One Month Notice. The Tenants provided a receipt for the registered mail. I find that the Landlord was served with notice of the hearing in accordance with sections 89 and 90 of the Act and failed to attend to pursue enforcement of the One Month Notice.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Background

The Tenants testified that the tenancy began November 1, 2018 and is currently on a one year fixed term tenancy agreement. Rent in the amount of \$3,250.00 is to be paid on the first day of each month.

The Tenants testified that the Landlord served the One Month Notice to the Tenants by registered mail received September 21, 2022. The One Month Notice has an effective date (the date the Tenant must move out) of October 31, 2022.

The Landlord did not check a box on the One Month Notice citing a reason for ending the tenancy.

The One Month Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch. If a Tenant does not file an Application within 10 days, the Tenant is presumed to accept the Notice and must move out of the rental unit or vacate the site by the effective date set out on page 1 of the Notice.

The Tenants disputed the One Month Notice on September 29, 2022 within the required time frame.

Section 47 of the *Act* states that a notice to end tenancy must comply with section 52 of the *Act* [*form and content of notice to end tenancy*].

Section 52 of the *Act* states that 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, and*
- (e) *when given by a landlord, be in the approved form.*

Analysis

The Landlord failed to attend the hearing to pursue enforcement of the One Month Notice and failed to issue the Tenant with a notice to end tenancy in the proper form as required under section 52. The Landlord did not select a reason to end the tenancy. The One Month Notice dated September 16, 2022, issued by the Landlord is cancelled.

The tenancy continues until ended in accordance with the *Act*.

The Tenants are awarded the cost of the filing fee and may withhold the amount of \$100.00 from one (1) future rent payment.

Conclusion

The Landlord failed to attend the hearing to pursue enforcement of the One Month Notice and failed to issue the Tenant with a notice to end tenancy in the proper form as required under section 52. The One Month Notice dated September 16, 2022 issued by the Landlord is cancelled.

The tenancy continues until ended in accordance with the Act.

The Tenants are awarded the cost of the filing fee and may withhold the amount of \$100.00 from one (1) future 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 *Residential Tenancy Act*.

Dated: February 13, 2023

Residential Tenancy Branch