



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding TARA ESTATES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC - MT

### Introduction

This hearing was scheduled to deal with a tenant's application to cancel a One Month Notice to End Tenancy for Cause and more time to make the application.

The tenant and a representative for the landlord appeared for the hearing.

I confirmed the tenant notified the landlord of this proceeding by way of email as the tenant did not have a service address for the landlord.

The tenant had applied for more time to file the application and I grant that request considering the landlord failed to give the tenant a service address on the tenancy agreement or on the One Month Notice despite the landlord's obligation to do so and the tenant stated she had never received a service address from the landlord.

A landlord is required to provide a service address to a tenant, in writing, on the tenancy agreement under section 13 of the Act. All notices to end tenancy that a landlord may serve to a tenant also require the landlord to provide the landlord's service address. One of the many purposes for providing a tenant with the landlord's service address is so that the tenant may serve the landlord with an Application for Dispute Resolution to dispute a notice to end tenancy in one of the required methods under section 89 of the Act. As such, I find that failing to give the tenant a service address and serving the tenant with a notice to end tenancy is especially egregious on part of the landlord.

I instructed the landlord's representative to provide the landlord's service address orally during the hearing. I have recorded it on the cover page of this decision and the tenant is now considered in receipt of a written service address for the landlord. The landlord is also now considered to be on notice that the landlord MUST provide its tenants with a

service address in writing on the tenancy agreements it prepares and on all Notices to End Tenancy it serves to its tenants.

### Issue(s) to be Decided

Did the landlord serve the tenant with a valid and enforceable One Month Notice?

### Background and Evidence

The tenant provided a copy of a One Month Notice dated 02/12/2022 that she received from the landlord. The One Month Notice is in the approved form but the landlord failed to complete the landlord's service address.

The tenant testified she had never been provided with the landlord's service address before this hearing which lead to difficulty in her trying to serve the landlord with her dispute.

### Analysis

Section 52 of the Act provides that a notice to end tenancy issued by a landlord must be in the approved form. All of the notices to end tenancy that are in the approved form require the landlord to provide their service address. As stated previously, a tenant requires a service address so that the tenant may serve the landlord with an application to dispute the notice. The landlord cannot avoid this requirement as it may interfere with a tenant's right to dispute a notice to end tenancy.

In light of the above, I find the landlord failed to give the tenant a valid and enforceable One Month Notice by omitting its service address and I cancel the One Month Notice dated 02/12/2002.

Since I have cancelled the One Month Notice based on the deficiency in the content on the notice, I did not hear or decide the merits for its issuance and the landlord is at liberty to issue another notice to end tenancy to the tenant if the landlord choses to pursue this matter. The tenant remains at liberty to dispute any further notices to end tenancy served upon her.

Conclusion

The One Month Notice is invalid and not enforceable and it is cancelled. The tenancy continues at this time.

I made no findings on the merits of the cause and the landlord is at liberty to issue another notice to end tenancy to the tenant.

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: March 31, 2023

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Residential Tenancy Branch