



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC, FFT

Introduction

The Tenant filed an Application for Dispute Resolution (the “Application”) on December 28, 2022 seeking an order to cancel the One Month Notice to End Tenancy for Cause (the “One-Month Notice”). They also seek recovery 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 March 2, 2023. In the conference call hearing I explained the process and offered the parties the opportunity to ask questions.

At the outset of the hearing, both the Landlord and the Tenant confirmed they received the Notice of Dispute Resolution Proceeding, and the other party’s evidence as required. On this basis, the hearing proceeded as scheduled.

Issue(s) to be Decided

Is the Tenant entitled to a cancellation of the One-Month Notice?

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

Is the Tenant entitled to recover the Application filing fee?

Background and Evidence

The Tenant and Landlord both 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 address of the rental unit, and the grounds for ending the tenancy. This is the RTB-#33 form created for this purpose.

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, both parties provided a copy of the One-Month Notice. The copy does not include the effective date, that is, there is no final move-out date provided. 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 December 16, 2022, does not comply with the requirement set out in s. 52(b).

The Tenant was successful in this Application. I authorize the Tenant to deduct the cost of the Application filing fee -- \$100 -- from their next monthly rent payment.

Conclusion

For the reason 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: March 3, 2023

Residential Tenancy Branch