



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding 583230 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction, Preliminary and Procedural Matters-

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

The tenant, the landlord, and the landlord's agent (agent) attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process. All parties were affirmed.

During this time, preliminary matters were discussed, which included the 1 Month Notice served to the tenant.

Both parties filed the 1 Month Notice in evidence, and both confirmed the contents of the 1 Month Notice. The Notice was dated March 31, 2023.

Having reviewed the evidence, the parties were informed that the Notice did not comply with the requirements of section 52 of the Act, as will be more fully set out in this Decision.

During these discussions, the tenant testified that they were never aware of any of the issues prior to being served the Notice and since that time, they corrected the issue.

Analysis and Conclusion

Section 47 of the Act provides that a landlord may end a tenancy for any of the causes listed. Section 47(3) requires that the 1 Month Notice must comply with section 52 [*form and content of notice to end tenant*].

Section 52 states that in order to be effective, a notice to end a tenancy must state the effective date of the notice. I find this allows a tenant to be put on notice as to when the landlord expected the tenant to vacate.

The Act requires that notices to end tenancy issued by the landlord be in the approved form due to the fact that the approved form contains all of the required information for a tenant.

Tenancy Policy Guideline 18 states that an arbitrator may not amend a form which does not contain the required information.

In this case, I find the landlord's Notice was not in the approved form as the Notice was missing the required and necessary information. The Notice here served by the landlord to the tenant was missing the effective date.

As the Notice did not meet the statutory requirements under section 52 of the Act as to form and content, I find the Notice is invalid. For that reason, I do not have to consider the causes listed by the landlord for ending the tenancy.

I **order** the landlord's 1 Month Notice to End Tenancy for Cause, dated March 31, 2023, be **cancelled** and therefore has no force and effect. I **order** that the tenancy will continue until ended in accordance with the Act.

As the tenant's application was successful, I grant the tenant 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.

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: July 14, 2023