



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC**

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on April 4, 2023 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- to cancel a One Month Notice to End Tenancy for Cause dated March 15, 2023 ("the One Month Notice").

The Tenant, the Tenant's Advocate L.P., the Landlord, and the Landlord's Agent K.F. attended the hearing at the appointed date and time. At the start of the hearing, the Landlord confirmed receipt of the Notice of Hearing and the Tenant's evidence. I find these documents were sufficiently served pursuant to Section 71 of the Act.

The Landlord stated that they attended the rental unit on July 4, 2023 to serve their evidence to the Tenant. The Landlord stated that the Tenant and her son were home. The Landlord stated that when the Tenant's son opened the door, the Tenant began yelling at her son to close the door. The Landlord stated that he served their evidence to the Tenant's son before the door closed. The Tenant's Advocate stated that she did not receive the package from the Tenant until the day before the hearing.

I find that the Tenant is not permitted to avoid service. I find it is reasonable to expect that the Tenant's son would provide the Landlord's evidence to the Tenant. It was up to the Tenant to provide their advocate a copy of the Landlord's evidence in a timely manner in preparation for the hearing. Pursuant to Section 88 and 90 of the Act, I find that the Tenant is deemed served with the Landlord's evidence on July 4, 2023. Section 55 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a Landlord, I must

consider if the Landlord is entitled to an order of possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that is compliant with Section 52 of the *Act*.

Section 52 of the *Act* States; 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.***

I note that the One Month Notice submitted into evidence and confirmed by the Landlord is an outdated form from 2016. I find that the One Month Notice served by the Landlord is not in the approved form. As such, I cancel the One Month Notice date March 15, 2023 and order that the tenancy continue until it is ended in accordance with the *Act*.

The Landlord is at liberty to re-serve the Tenant with a currently approved One Month Notice that can be found online; <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/ending-a-tenancy/landlord-notice/one-month-notice>

Conclusion

The Tenant's application is successful. The One Month Notice issued by the Landlord dated March 15, 2023 does not meet the required of Section 52 of the *Act* and is therefore cancelled. The tenancy will continue until ended in accordance with the *Act*.

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: July 11, 2023

Residential Tenancy Branch