



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC, LRE, 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, an order suspending or setting conditions on the landlord's right to enter the rental unit, and recovery of the filing fee.

The tenant and the landlord attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process. Both 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 13, 2023, with an effective date of April 30, 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.

I also find it necessary to deal with the primary issue in this dispute, which is cancellation of the Notice. I find the tenant's secondary request for an order restricting the landlord's right to enter the rental unit is unrelated. I therefore sever this request from the tenant's application, and it is **dismissed, with leave to reapply**. The parties,

however, have been provided information with respect to the landlord's right to enter the rental unit, as will be more fully set out in the Decision.

Leave to reapply is not an extension of any applicable time limit.

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 grounds for ending the tenancy. I find this allows a tenant to be put on notice as to why the landlord seeks to end the tenancy, with details, in order to respond to the allegations.

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 did not mark any of the causes provided for on the form, which are under the Act. In essence, the landlord did not allege any cause for ending the tenancy as no causes were marked.

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.

I **order** the landlord's 1 Month Notice to End Tenancy for Cause, dated March 13, 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 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.

Information for the parties –

During the hearing, both parties testified about their concerns regarding notices of entry and inspection of the rental unit. For this reason, I provide the following information on this point.

As to the landlord's right to enter the rental unit, a landlord may not enter a tenant's rental unit without giving a proper written notice of entry to do so. Among other requirements, section 29 of the Act requires that the notice of entry must be made at least 24 hours prior to the planned entry, contain the purpose for entering, which must be reasonable, and provide a specific time and date. A rental unit may be inspected monthly.

The landlord must provide the tenant with a proper written notice to enter the rental unit, which must be at least 24 hours in advance, and in consideration of the deemed service provisions of section 90 of the Act. If the landlord chooses to attach the notice of entry to the tenant's door or by email, the tenant is not deemed to have received that notice for 3 days and the entry may then not be earlier than 24 hours later. If the landlord chooses to send the notice by registered mail, the tenant is not deemed to have received the notice for 5 days and the entry may then not be earlier than 24 hours later.

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

Residential Tenancy Branch