

DECISION

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the Notice) under section 47 of the Act

Tenant B.C., and counsel for the tenant attended the hearing for the tenant. The tenant called witness D.G.

Landlord A.H., and the landlord's agent attended the hearing for the landlord.

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlord's claims and my findings are set out below.

Both parties agreed to the following facts:

- This tenancy began on December 1, 2018
- Monthly rent in the amount of \$1,768.13.00 is payable on the first day of each month

A written tenancy agreement was signed by both parties and a copy was submitted for this application.

Both parties agree that the tenant was personally served with the Notice on March 19, 2023. The Notice was entered into evidence, is signed by the landlord, is dated March 19, 2023, gives the address of the rental unit, states that the effect date of the Notice is April 30, 2023 and states the following reasons for ending the tenancy:

- Tenant is repeatedly late paying rent.
- Tenant or a person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord;

- seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
 - put the landlord's property at significant risk.
- Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant;
- Breach of material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so;

The landlord did not fill in the section of the Notice titled "Details of Cause(s)".

Counsel submitted that it would be procedurally unfair to evict the tenant with the Notice because the "Details of Cause" section was left empty which made it difficult for the tenant to know and respond to the case against her. Counsel read out the "Details of Cause" section of the Notice which states:

Details of Cause(s): Describe what, where and who caused the issue and include dates/times, names etc. This information is required. An arbitrator may cancel the notice if details are not provided.

Analysis

Section 52(d) of the *Act* states that in order to be effective, a notice to end a tenancy must be in writing and must state the grounds for ending the tenancy.

I find that the Notice did not meet the form and content requirements of section 52(d) of the *Act* because the landlord did not fill in the "Details of Cause" section of the Notice which forms part of the grounds to end tenancy. I therefore find that the Notice is not effective and cannot be enforced. The Notice clearly states that the "Details of Cause" section must be filled out and that the Notice may be cancelled if it is left blank. The tenant's application to cancel the Notice is therefore granted. I make no findings on the merits of the application, only on the form and content of the Notice.

I also find that the failure of the landlord to properly complete the Notice put the tenant at a significant disadvantage in preparing for this hearing and that it would be procedurally unfair to evict the tenant with the Notice.

Conclusion

The Notice is cancelled and of no force or effect.

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: August 22, 2023

Residential Tenancy Branch