



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlords and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy effective to end the tenancy?

Background and Evidence

The following are agreed facts: The tenancy, under written agreement, started on August 1, 2017. Rent of \$800.00 is payable on the first day of each month. The security deposit of \$325.00 paid by the Tenant for a previous tenancy in a different unit was carried over to the current tenancy. On September 24, 2018 the Landlord served the Tenant with a one month notice to end tenancy for cause (the “Notice”). The second page of the Notice contains 4 reasons, including that the Tenant engaged in an illegal activity.

The Landlord states that on September 16, 2018 the Tenant was given a letter that sets out issues with the tenancy. The Landlord states that this letter provides the details for

the four reasons. The Landlord states that no details were provided for any illegal activity. The Landlord confirms that no letter providing details on the four stated reasons was attached to the Notice when it was posted on the door. It was noted that the Notice was on an old form.

The Tenant's Agent states that while they did receive the letter they did not understand the basis for all of the reasons on the Notice. The Tenant's Agent states that the Tenant has not moved out of the unit. The Tenant submitted medical documentation of illness.

Analysis

Section 47(3) of the Act provides that a notice to end tenancy for cause must comply with section 52. Section 52(e) of the Act provides that in order to be effective a notice to end a tenancy when given by a landlord must be in writing and must be in the approved form. The most recent form to be used by a landlord for ending the tenancy for cause was approved by the Residential Tenancy Branch in December 2016 and contains specific requirements for the provision of details on the reasons selected to end the tenancy. As the form used by the Landlord to end the tenancy does not contain a section setting out the requirement for details, I find that the Notice was not on the "approved form". As the Landlord did not attach a document with the Notice setting out the details for the reasons, as no details were provided to the Tenant on one of the reasons, and as the Tenant's evidence is that they did not understand all the reasons, I find that the Notice in these circumstances is not effective to end the tenancy. As the tenancy has not been effectively ended by the Landlord, I dismiss the Landlord's application in its entirety. The Landlord remains at liberty to serve an effective notice to end tenancy for cause if the Landlord continues to have such cause.

Conclusion

The Notice is not effective for ending the tenancy and the Landlord's application is dismissed.

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: November 01, 2018

Residential Tenancy Branch