



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC RP FFT

This hearing dealt with the tenants' Application for Dispute Resolution ("application") seeking under the *Residential Tenancy Act* ("Act"). The tenants have applied to cancel a 1 Month Notice to End Tenancy for Cause dated August 12, 2019 ("1 Month Notice"), for regular repairs to the unit, site or property, and to recover the cost of the filing fee.

The tenants attended the teleconference hearing. The tenants provided affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me. The tenants were also provided an overview of the hearing process. I have only considered the evidence that was served in accordance with the Rules of Procedure. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding ("Notice of Hearing"), application and documentary evidence were considered. The tenant provided affirmed testimony that the Notice of Hearing, application and documentary evidence were served on the landlord personally by their friend Melissa on September 5, 2019 in the afternoon at the landlord's office and that he accepted the paperwork. The tenant confirmed that they were present for the service and witnessed the landlord being served. Based on the undisputed testimony of the tenant, I accept that the landlord was served on September 5, 2019. Given the above, the hearing proceeding without the landlord present.

### Preliminary and Procedural Matters

At the outset of the hearing, the female tenant confirmed that her first name was misspelled in their application, which I have amended pursuant to section 64(3)(c) of the *Act*.

Rule 2.3 of the Residential Tenancy Branch (“RTB”) Rules of Procedure (“Rules”) authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the application, the most urgent of which is the application to cancel the 1 Month Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant’s request to cancel the 1 Month Notice and the tenant’s application to recover the cost of the filing fee at this proceeding. The balance of the tenant’s application is dismissed, with leave to re-apply.

In addition, the tenant confirmed their email addresses at the outset of the hearing. The tenant also confirmed their understanding that the decision would be emailed to the tenant and sent by regular mail to the landlord as an email address for the landlord was not provided.

#### Issues to be Decided

- Should the 1 Month Notice be cancelled?
- Is the tenant entitled to the recovery of the cost of the filing fee under the *Act*?

#### Background and Evidence

A copy of the 1 Month Notice was submitted in evidence. According to the 1 Month Notice submitted in evidence and the parties, the landlord neglected to fill out the Details of the Cause portion on the 1 Month Notice. On the 1 Month Notice under “Details of Cause(s)” it indicates that the RTB may cancel the notice if details are not provided.

The tenant disputed the 1 Month Notice by applying through a Service BC office on August 16, 2019. The 1 Month Notice is dated August 12, 2019. The effective vacancy date listed on the 1 Month Notice was September 30, 2019. The landlord has alleged six causes, yet failed to provide details of all six causes in the Details of Cause section of the 1 Month Notice.

#### Analysis

Based on the undisputed documentary evidence and the undisputed testimony provided during the hearing, and on the balance of probabilities, I find the following.

**1 Month Notice issued by landlord** – Firstly, I find the tenant applied to dispute the 1 Month Notice within the required 10 day timeline as the 1 Month Notice was dated

August 12, 2019, and the Service BC application is dated August 16, 2019. Secondly, section 52 of the *Act* applies in this case and states:

**Form and content of notice to end tenancy**

**52 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.

[Emphasis added]

In the matter before me, I find the 1 Month Notice does not state the entire grounds for ending the tenancy as even though the landlord indicated six causes on the 1 Month Notice, the landlord neglected to fill out the "Details of Cause(s)" portion, which would provide the necessary details to the tenant to be able to provide a fair rebuttal to the six causes. Therefore, I find the 1 Month Notice is not valid as it is missing necessary information and was not completely in full by the landlord. The *Act* requires that notices to end tenancy issued by the landlord be in the approved form due to the fact that the approved forms contain all of the required information a tenant would require to dispute the notice if necessary.

As a result of the above, the 1 Month Notice is **cancelled** and is of **no force or effect**. The landlord is also reminded to complete all notices as required by section 52 of the *Act* in the future.

**I ORDER** the tenancy to continue until ended in accordance with the *Act*.

As the tenant's application was successful, I grant the tenant the recovery of the cost of the filing fee under section 72 of the *Act* in the amount of **\$100.00**. Pursuant to sections 67 and 72 of the *Act*, I grant the tenant a one-time rent reduction of **\$100.00** from a future month's rent in full satisfaction of the recovery of the cost of the filing fee.

Conclusion

The tenant's application is successful.

The 1 Month Notice issued by the landlord is cancelled and is of no force or effect.

The tenancy shall continue until ended in accordance with the *Act*. The tenants have been granted a one-time rent reduction of \$100.00 from a future month's rent in full satisfaction of the recovery of the cost of the filing fee.

This decision will be emailed to the tenant and sent by regular mail to the landlord.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: October 28, 2019

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Residential Tenancy Branch