



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Anchor Rental Properties  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The participatory hearing was held on October 29, 2020. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- cancellation of the Landlord's 1 Month Notice to End Tenancy for Cause pursuant to section 47 (the Notice).

The Tenant attended the hearing. The owner of the rental unit and an agent attended the hearing on to represent the Landlord. All parties were given a full opportunity to be heard, to present evidence and to make submissions. The Landlord confirmed receipt of the Tenant's application and evidence package. The Tenant confirmed that he received an evidence package from the Landlord on August 31, 2020. The Landlord stated that this is the only package he served to the Tenant.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the tenant entitled to have the Notice cancelled?
  - If not, is the landlord entitled to an Order of Possession?
- Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background, Evidence and Analysis

The Tenant acknowledged receiving the Notice on August 28, 2020, the day it was posted to his door.

The Notice indicates the following reasons for ending the tenancy on the second page:

- Tenant or a person permitted on the property by the tenant has:
  - Significantly interfered with or unreasonably disturbed another occupant or the landlord,
- 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 a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

Under the Details of Cause section of the Notice, it states the following: “the evidence package will be hand delivered to the Tenant’s mailbox within 3 days”.

Section 52 of the *Act* requires that any notice to end tenancy issued by a Landlord must be signed and dated by the Landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

The Director has the authority to approve forms pursuant to section 10 of the Act, which provides:

#### **Director may approve forms**

- 10** (1) The director may approve forms for the purposes of this Act.
- (2) Deviations from an approved form that do not affect its substance and are not intended to mislead do not invalidate the form used.

The current Notice that is in the approved form provides a section entitled “Details of Cause”. In this section, the form states:

*Include any dates, times, people or other information that says who, what, where or when caused the issue. The RTB may cancel the notice if details are not described. Attach separate sheet(s) if necessary (signed and numbered).*

In this case, I note that the Landlord selected a couple of “reasons” on the top portion of the 2<sup>nd</sup> page of the Notice. However, no actual “details of cause” were given at the time the Notice was issued, aside from saying it would come at a later date. I note the “details of cause” section is intended to allow tenants to properly understand the basis for the Notice, at the time it is issued.

I find that by not filling out the details of cause clearly at the time the Notice was issued, it compromised the Tenant’s ability to understand the basis for it, and effectively respond to all of these points upon application. Further, although the Notice had several “reasons” selected on the form, it lacked any explanation under the “Details of Cause”. As noted on the Notice itself, the RTB may cancel Notices if details are not described under the “details of cause”. Although the Landlord subsequently gave the Tenant an evidence package, in an attempt to explain the reasons in the Notice, this was not until several days after the Notice was given.

When a Notice is issued, it is expected to be valid, complete, and legible, such that it can be fully understood and responded to. The Landlord is not supposed to wait until *after* the Notice is issued to bolster, substantiate, or explain the basis (grounds) of the Notice. This is all supposed to be in place at the time the Notice is issued, otherwise it may be cancelled. The Landlord has the onus to ensure the Notice is completed properly at the time it is served, since directly following the service of this Notice (within 10 days), the Tenant has the onus to dispute the Notice or move out, both of which have tight timelines, with significant ramifications.

At the time the Notice was issued on August 28, 2020, I find it did not sufficiently have the details of causes listed, and consequently lacked specifics regarding which grounds the tenancy would end under, and why. No explanation regarding the details of cause was given to the Tenant until a few days after he received the Notice. I find that by failing to provide the Tenant with a sufficiently completed Notice, with sufficiently clear grounds and details, the Landlord served an incomplete and invalid Notice. I find this could have prejudiced the Tenant’s ability to understand and effectively respond to the allegations in the Notice. The Landlord should have waited until he had assembled all the reasons and grounds behind the Notice, prior to issuing it.

In keeping with the principles of natural justice, a person receiving an eviction notice is entitled to know the reason(s) for its issuance (at the time it was issued, not several days after it was issued) so that they may adequately respond or prepare a defence. It is important to provide the Notice to the Tenant, in a complete and timely manner, such

that timelines to understand and respond to the allegations in the Notice are not further compressed or reduced by being left without a fulsome explanation for several days after getting the Notice.

In light of the above, I grant the Tenant's request that I cancel the Notice. Accordingly, the tenancy continues at this time and until such time it legally ends.

### Conclusion

The 1 Month Notice issued on August 28, 2020, has been cancelled and the tenancy continues at this time.

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: October 30, 2020

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Residential Tenancy Branch