



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, MNDCT, AAT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on September 20, 2021 (the “Application”). The Tenant applied as follows:

- To dispute a One Month Notice to End Tenancy for Cause (the “Notice”)
- For an order that the Landlord comply with the Act, regulation and/or the tenancy agreement
- For compensation for monetary loss or other money owed
- For an Order that the Landlord allow access to the unit or site

The Tenant appeared at the hearing. Nobody appeared at the hearing for the Landlord. I explained the hearing process to the Tenant. I told the Tenant they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The Tenant provided affirmed testimony.

Pursuant to rule 2.3 of the Rules, I told the Tenant at the outset of the hearing that I would consider the dispute of the Notice and dismiss the remaining requests as they are not sufficiently related to the dispute of the Notice. The remaining requests are dismissed with leave to re-apply. This decision does not extend any time limits set out in the *Residential Tenancy Act* (the “Act”).

The Tenant submitted evidence prior to the hearing. The Landlord did not submit evidence. I addressed service of the hearing package and Tenant’s evidence.

The Tenant testified that they sent the hearing package and their evidence to the Landlord's residence by registered mail on September 29, 2021. The Tenant submitted a receipt with Tracking Number 682 on it. The Tenant confirmed Tracking Number 682 relates to the package sent. The Tenant submitted a Canada Post delivery confirmation showing the Landlord signed for the package October 05, 2021.

Based on the undisputed testimony of the Tenant, receipt and Canada Post delivery confirmation, I am satisfied the Landlord was served with the hearing package and Tenant's evidence in accordance with sections 88(c) and 89(1)(c) of the *Residential Tenancy Act* (the "Act"). Based on the Canada Post delivery confirmation, I find the Landlord received the package October 05, 2021. I also find the Tenant complied with rule 3.1 of the Rules in relation to the timing of service.

Given I was satisfied of service of the Landlord, I proceeded with the hearing in the absence of the Landlord. The Tenant was given an opportunity to present relevant evidence and make relevant submissions. I have considered the documentary evidence submitted and all oral testimony of the Tenant. I will only refer to the evidence I find relevant in this decision.

Issues to be Decided

1. Should the Notice be cancelled?
2. If the Notice is not cancelled, should the Landlord be issued an Order of Possession?

Background and Evidence

The Tenant testified as follows.

There was a verbal tenancy agreement between the parties which started six years ago. The tenancy is a month-to-month tenancy. Rent is \$1,208.00 due on the first day of each month. The Tenant paid a \$500.00 security deposit.

The rental unit was sold and the Tenant now has a new landlord which took possession of the rental unit at the end of December 2021. It was the Landlord who issued the Notice.

The Landlord did not issue a One Month Notice to End Tenancy for Cause on the RTB form. The Landlord told the Tenant to vacate the rental unit by text message and email.

Analysis

The Landlord can only end the tenancy in accordance with section 44 of the *Act*.

Issuance of a One Month Notice to End Tenancy for Cause is addressed in section 47 of the *Act*.

Pursuant to section 47(3) of the *Act*, a One Month Notice to End Tenancy for Cause must comply with section 52 of the *Act*.

Section 52 of the *Act* states:

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...
- (e) when given by a landlord, be in the approved form.**

(emphasis added)

The Landlord cannot end the tenancy by a text or email asking or telling the Tenant to vacate the rental unit. A One Month Notice to End Tenancy for Cause must comply with section 52 of the *Act* and must be on the RTB form.

I find the Landlord did not issue a valid One Month Notice to End Tenancy for Cause and therefore the Tenant was not required to vacate the rental unit and this tenancy was

not ended further to the texts or emails sent by the Landlord asking or telling the Tenant to vacate the rental unit.

Given the above, the Tenant's dispute of a One Month Notice to End Tenancy for Cause is granted. The tenancy will continue until otherwise ended in accordance with the *Act*.

Conclusion

The Application is granted. The tenancy will continue until otherwise ended in accordance with the *Act*.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: February 02, 2022

Residential Tenancy Branch