



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUNNYTOWN HOME LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes Tenant: CNC PSF DRI FF
Landlord: OPC FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on July 14, 2022.

Both parties attended the hearing and provided affirmed testimony. Both parties confirmed receipt of each other's application packages and evidence. Neither party took issue with the service of these documents and both parties were ready to proceed.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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.

Preliminary and Procedural Matters

Both parties applied for multiple remedies under the *Residential Tenancy Act* (the "Act"), some of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues before me deal with whether or not the tenancy is ending. As a result, I exercised my discretion to dismiss, with leave to reapply, all of the grounds on both applications with the exception of the following ground:

- to cancel a 1 Month Notice to End Tenancy for Cause (the “Notice”).

Further, since the Landlord’s application for an order of possession based on this Notice is related, it will also be considered in this decision.

Issue(s) to be Decided

- Is the Tenant entitled to have the Landlord’s Notice cancelled?
 - If not, is the Landlord entitled to an Order of Possession?

Background, Evidence and Analysis

The landlord stated he sent the Notice to the Tenant by registered mail on March 8, 2022. The Tenant confirmed receipt of the Notice but was not sure which date.

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

Tenant has allowed an unreasonable number of occupants in the unit/site.

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.*

Section 52 of the Act provides for the form and content of notices to end tenancy. Among other things, in order for a notice to end tenancy to be effective it must be in the approved form when given by a landlord.

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, the Landlord failed to include any information or explanation about the Notice in the “details of cause” section of the Notice. The “details of cause” portion is to allow tenants to properly understand the basis for the Notice. I find that by leaving this blank, it affects the substance of the Notice, and makes it difficult to respond to.

I find that this may be prejudicial to the Tenant and their ability to understand the basis for it, and effectively respond to all of these points upon application. I also note there was more than one ground selected on the Notice.

In keeping with the principles of natural justice, a person receiving an eviction notice is entitled to know the reason(s) for its issuance so that they may adequately respond or prepare a defence. In this case I find that the landlord’s failure to complete the Details of Cause section of the approved form is prejudicial to the Tenant.

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.

As the Tenant was substantially successful with her application, I grant her the recovery of the filing fee against the Landlord. The Tenant may deduct the amount of \$100.00 from 1 (one) future rent payment. The Landlord’s application is dismissed, in full, without leave.

Conclusion

The 1 Month Notice issued on March 8, 2022, has been cancelled and the tenancy continues at this time.

The Tenant may deduct the amount of \$100.00 from 1 (one) future rent payment.

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: July 14, 2022

Residential Tenancy Branch