



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COMPLETE RESIDENTIAL PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC FFT

Introduction

This hearing dealt with a tenants' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) to cancel a 1 Month Notice to End Tenancy for Cause dated September 19, 2022 (1 Month Notice), and to recover the cost of the \$100 filing fee.

The tenants, landlord agent DL (agent), and landlord representatives, KW, GB and DF (representatives) attended the teleconference hearing. The parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Both parties confirmed that they were served with documentary evidence from the other party and had the opportunity to review that evidence prior to the hearing. I find the parties were sufficiently served under the Act as a result.

Preliminary and Procedural Matter

The parties confirmed their email addresses at the outset of the hearing and were advised that the Decision would be emailed to both parties.

Issues to be Decided

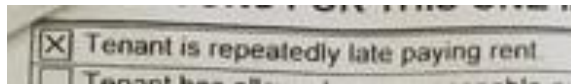
- Should the 1 Month Notice be cancelled?
- If yes, is the tenant entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

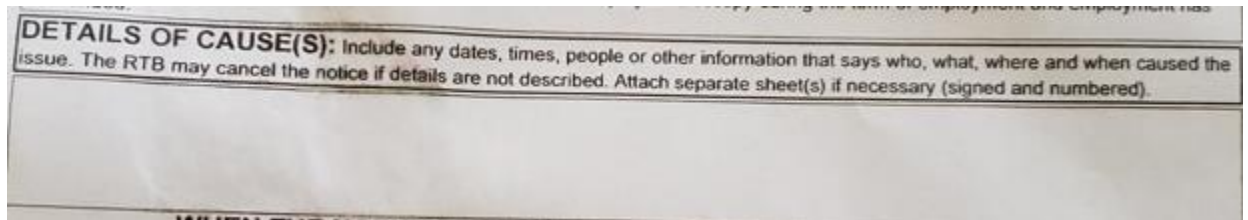
A copy of the tenancy agreement was submitted in evidence for my consideration. The tenancy began on April 1, 2012. Monthly rent was \$800 per month and was due on the first day of each month. The parties agreed that current monthly rent as of the time of the hearing was \$987 per month.

The tenant indicates on their application that the landlord served the 1 Month Notice by posting on the their door on September 19, 2022. The effective vacancy date is listed as October 31, 2022. The tenant filed their application to dispute the 1 Month Notice on September 28, 2022.

On the 1 Month Notice, the landlord has alleged 1 cause, namely:



The Details of Cause(s) section was not completed by the landlord and reads as follows:



The parties were advised that by failing to complete the Details of Cause, I was cancelling the 1 Month Notice as failure to provide any specific details was a fatal flaw under the Act, which I will address below.

Analysis

Based on the above, the testimony of the parties, and on a balance of probabilities, I find as follows.

The 1 Month Notice has an effective vacancy date of October 31, 2022. The tenant disputed the 1 Month Notice on September 28, 2022, which I find is within the 10-day timeline provided for under section 47 of the Act to dispute a 1 Month Notice dated September 19, 2022.

Once a 1 Month Notice is disputed, the onus of proof reverts to the landlord to prove that the 1 Month Notice is valid. The parties were advised that I find the Details of Cause portion was required to be filled out to as section 52 of the Act requires that the form be in the approved form and failing to complete the form is a fatal flaw. This also provides the tenant the ability to know the details of the 1 Month Notice so they can arrange rebuttal evidence in response to the allegations by the landlord. In fact, the 1 Month Notice states the following in the Details of Cause section:

DETAIL OF CAUSE(S): Include any dates, times people or other information that says who, what, where, and 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 addition to the above, the landlord used a 2016 version of the 1 Month Notice which was updated in November of 2021. As a result, the landlord is encouraged to use the current 1 Month Notice (Form #RTB-33) in the future and can be located at:

<https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/forms/forms-listed-by-number>

Based on the above, I find the landlord served an incomplete 1 Month Notice that fails to comply with section 52 of the Act. Therefore, **I cancel** the 1 Month Notice dated September 19, 2022 as the landlord has not met the burden of proof to prove that the 1 Month Notice is valid. Providing the Details of Cause is critical to ensuring the other party has been sufficiently served with a completed notice to end tenancy so they may properly prepare a rebuttal to any such notice.

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

As the tenants' application had merit, I grant the tenants the recovery of the \$100 filing fee. **I authorize** the tenants a one-time rent reduction in the amount of **\$100** from a future month's rent in full satisfaction of the recovery of the cost of the filing fee pursuant to section 62(3) of the Act.

Conclusion

The 1 Month Notice issued by the landlord dated September 19, 2022 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 from a future month's rent as indicated above in full satisfaction of the filing fee.

The Decision will be emailed to both parties as confirmed during the hearing.

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: November 8, 2022

Residential Tenancy Branch