



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **CNC, FFT**

### **Introduction**

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on July 8, 2022 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order to cancel a One Month Notice to End Tenancy for Cause dated July 6, 2022 (the "One Month Notice"); and
- an order granting the recovery of the filing fee.

The Tenant and the Landlord attended the hearing at the appointed date and time. At the start of the hearing, the Landlord confirmed receipt of the Tenant's Application and documentary evidence package. I find these documents were sufficiently served pursuant to Section 71 of the Act. The Landlord confirmed that they did not provide any evidence in response to the Application.

The parties were given an 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 Matters**

I note that Section 55 of the Act states that in order for a Landlord to be granted an order of possession, the Landlord's notice to end tenancy must comply with Section 52 of the Act relating to form and content.

Section 52 of the Act States; 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.***

I find that the One Month Notice submitted into evidence is an outdated form from 2016. The current approved RTB 33 Form is available at:  
<https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/ending-a-tenancy/landlord-notice/one-month-notice>

The most recent version of the One Month Notice is the current approved One Month Notice and contains an additional page of information for the parties, which was not included in previous versions. The Landlord is obligated to use the most recent approved RTB-33 form in order for the One Month Notice to be effective.

I find the One Month Notice dated July 6, 2022 which was served to the Tenant by the Landlord is not in the approved form, therefore, does not comply with Section 52 of the *Act*. In light of the above, I cancel the One Month Notice, dated July 6, 2022. I order that the tenancy continue until ended in accordance with the *Act*.

As the Tenant was successful with their Application, I find that they are entitled to recover the \$100.00 filing fee paid to make the Application. I order that the Tenant deduct \$100.00 from one (1) future rent payment.

### Conclusion

The One Month Notice dated July 6, 2022 does not meet the requirements of Section 52 of the *Act*. As such, the One Month Notice is cancelled. The tenancy will continue until ended in accordance with the *Act*. The Tenant is permitted to deduct \$100.00 from one (1) 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: November 29, 2022

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Residential Tenancy Branch