



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PACIFIC COAST COMMUNITY  
RESOURCES and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes CNL-4M OLC FFT

### Introduction

This hearing dealt with an Application for Dispute Resolution (application) by the tenant seeking remedy under the *Residential Tenancy Act* (Act) to cancel a 4 Month Notice to End Tenancy for Conversion of a Rental Unit dated August 30, 2022 (4 Month Notice), for an order directing the landlord to comply with the Act, regulation or tenancy agreement and to recover the cost of the filing fee.

The tenant, an agent for the landlord, KS (agent) and counsel for the tenant, LM-B (counsel) attended the teleconference hearing. All parties, except counsel were affirmed. Counsel was not affirmed as counsel confirmed that they have been called to the BC Bar and as such, have already sworn an oath. The parties were provided an opportunity to ask questions during the hearing.

Neither party raised any concerns regarding the service or receipt of documentary evidence. The parties also confirmed that they were served with documentary evidence and had the opportunity to review that evidence prior to the hearing. I find the parties were sufficiently served as required by the Act. Words utilizing the singular shall also include the plural and vice versa where the context requires.

### Preliminary and Procedural Matter

The parties confirmed their understanding that the decision would be emailed to both parties. The email address of both parties were confirmed at the outset of the hearing.

### Issues to be Decided

- Should the 4 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 4 Month Notice was submitted in evidence. The tenant confirmed in their application that they received the 4 Month Notice on August 31, 2022, attached to their door. The tenant filed their application to dispute the 4 Month Notice on September 23, 2022, which is within the 30 day timeline provided for under the Act.

The reason listed on 4 Month Notice states as follows:

**I am ending your tenancy because I am going to: (check a box that applies)**

☐ Demolish the rental unit.  
☐ Convert the residential property to strata lots under the Strata Property Act.  
☐ Convert the residential property into a not for profit housing cooperative under the Cooperative Association Act.  
☐ Convert the rental unit for use by a caretaker, manager, or superintendent of the residential property.  
☒ Convert the rental unit to a non-residential use.  
☐ I have obtained all permits and approvals required by law to do this work. Please complete the information below.

Date Issued DD/MM/YYYY	Issued by	Description	Permit Number

☐ No permits and approvals are required by law to do this work.

The landlord was asked why they did not check either box circled above. Counsel confirmed that one of the boxes was missed but that the intent of the 4 Month Notice has not changed.

### Analysis

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

Firstly, I find the tenants filed their application on time to dispute the 4 Month Notice as indicated above. When tenants dispute a 4 Month Notice on time, the onus of proof reverts to the landlord to prove that the 4 Month Notice is valid and should be upheld. If the landlord fails to prove the 4 Month Notice is valid, the 4 Month Notice will be cancelled.

Section 52 of the Act applies and states:

#### **Form and content of notice to end tenancy**

- 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,
  - (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.**
- [emphasis added]

I find that the landlord neglected to fill out whether or not permits were required for the reason stated on the 4 Month Notice and instead left those boxes blank. I find that by doing so, the landlord failed to complete the 4 Month Notice in full and as a result, I find the 4 Month Notice is not in the approved form as the landlord did not complete the form before serving it on the tenant.

As a result, **I cancel** the 4 Month Notice dated August 30, 2022.

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

As the tenant's application was successful, I grant the tenant a one-time rent reduction in the amount of **\$100** from a future month of rent, in full satisfaction of the recovery of the cost of the filing fee pursuant to sections 62(3) and 72 of the Act.

Conclusion

The tenant's application is successful.

The 4 Month Notice is cancelled and is of no force or effect.

The tenancy shall continue until ended in accordance with the Act.

The tenant is granted a one-time rent reduction in the amount of \$100 from a future month of rent, in full satisfaction of the recovery of the cost of the filing fee pursuant to sections 62(3) and 72 of the Act.

This decision will be emailed to counsel and the tenant.

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: January 31, 2023

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Residential Tenancy Branch