



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for cancellation of the One Month Notice to End Tenancy for Cause (the "Notice"), pursuant to section 47 of the *Act*.

The tenant's advocate and landlord D.H. attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they are not recording this dispute resolution hearing.

Per section 95(3) of the *Act*, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

Both parties confirmed their email addresses for service of this Decision.

Preliminary Issue – Service

The advocate testified that the corporate landlord was served with the tenant's application for dispute resolution via registered mail and landlord D.H. was served in person.

The advocate testified that the corporate landlord was later served with the tenant's evidence via registered mail and landlord D.H. was personally served.

Landlord D.H. testified that she was personally served with the tenant's application for dispute resolution and evidence. Landlord D.H. did not dispute service on the corporate landlord and did not object to the timing of the service. Based on the evidence of both parties I find that the landlord was served with the above documents in accordance with sections 88 and 89 of the *Act*.

The landlord testified that the tenant was not served with the landlord's evidence. I find that since the landlord failed to serve the tenant in accordance with section 88 of the *Act*, the landlord's evidence is excluded from consideration.

Preliminary Issue- Form of Notice

The tenant entered into evidence the Notice. The version of the Notice is from 2007 and is materially different that the current One Month Notice to End Tenancy for Cause as the 2007 version does not include a details of cause section.

Section 52(e) of the *Act* states that in order to be effective, a notice to end a tenancy must be in writing and must when given by a landlord, be in the approved form.

I find that the Notice is not in the approved form because the form used was 16 years out of date and did not include a details of cause section. The Notice is therefore void and of no force or effect.

Conclusion

The Notice is ineffective and of no force or effect.

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: April 11, 2023