HAS THE COURT EXCUSED THE MANDATORY USE OF RTB FORMS?

Under the Residential Tenancy Act (RTA), a notice to end tenancy given by the landlord must be in the approved form prepared by the Residential Tenancy Branch (RTB). However, in the recent case of *Mangat v. Dhindsa*, the Supreme Court overturned an RTB decision where an Arbitrator denied a tenant compensation on the basis that the tenant moved out of a rental unit pursuant to an improperly prepared eviction notice.

Case Background

The tenant, Kuljit Singh Mangat, was evicted pursuant to a document prepared by the landlord titled "Notice to Quit." The landlord indicated that the tenancy would end in 60 days because the landlord intended to take the unit for personal use. However, the document was not in the RTB-approved form.

The tenant moved out in response to the notice. He later discovered that instead of occupying the property as indicated in the "Notice to Quit," the landlord had rented the unit to someone else. Consequently, the tenant sought compensation under the RTA, which allows tenants to claim up to 12 months' rent as compensation if the landlord fails to use the property as stated in the eviction notice.

The Arbitrator dismissed the tenant's claim on the basis that the notice was not in the RTB-approved form. The Arbitrator reasoned that since the notice was not "formal," the tenant was not obligated to move out. As such, he was not entitled to compensation for bad-faith eviction. The tenant sought judicial review of the decision.

The Court's Findings

At a judicial review hearing, the court overturned the Arbitrator's decision and remitted the matter to the RTB for reconsideration. The court held that, although the landlord's notice was not in the RTB-approved format, it met the substantive requirements of a valid notice to end tenancy. The "Notice to Quit" included key details such as:

- The landlord's name
- The rental property address
- The effective date of eviction

- The reason for eviction

The court also deemed it illogical to allow procedural non-compliance to shield landlords from liability for bad-faith evictions. The court reasoned denying a tenant's claim solely based on the landlord's failure to use the approved RTB form undermines the legislative intent behind the RTA. By dismissing the tenant's claim, the Arbitrator effectively rewarded the landlord's non-compliance.

Takeaway and Further Implications

The decision in *Mangat v. Dhindsa* suggests that courts may forego strict compliance with using RTB-prescribed forms in certain situations. If a notice to end tenancy contains the necessary substantive elements it may still be considered valid even if it is not in the RTB-approved form.

However, whether such an interpretation shall be limited to upholding the protective intent of the RTA in the face of non-compliance still remains to be seen. Whilst this decision suggests flexibility regarding formality, landlords should continue using RTB-approved forms whenever possible to avoid disputes and ensure legal compliance under the Residential Tenancy Act.

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