



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes: *CNC*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for an order to cancel the notice to end tenancy for cause, pursuant to Section 47.

Issues

Does the landlord have cause to end tenancy?

Background and Evidence

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. On the basis of the solemnly affirmed evidence presented at the hearing, a decision has been reached.

The tenant testified that the tenancy began on September 17, 2008 with rent set at \$800.00 payable in advance on the first day of each month. The tenant paid a security deposit of \$400.00 on September 17, 2008. The tenant occupies the lower suite and the landlord lives in the upper suite of the house. I find that the Notice to End Tenancy for cause, dated November 05, 2008 was served on the tenant on November 07, 2008 in person, with an effective date of November 30, 2008. The tenant filed an application for dispute resolution on November 12, 2008.

In her written application, the tenant stated that the notice to end tenancy for cause was given to her in an incomplete form and is applying to have it set aside for this reason. The approved form consists of two pages and the tenant stated that she received only one page and was notified in writing about the reasons for the notice.

The landlord stated that he provided her with two pages of the notice in the approved form and the reasons for the notice are that the tenant is smoking illegal substances inside the suite and has visitors who cause noise disturbances.

Analysis

Section 52 of the *Residential Tenancy Act* states that in order to be effective, a notice to end a tenancy must state the grounds for ending the tenancy and must be in the approved form. Even though the landlord stated that he served the tenant with both pages of the approved form, he did not respond to the notice of hearing package to provide verification of the notice that he had served on the tenant. Therefore I am unable to hear an application that is based on an incomplete notice to end tenancy and I find that this notice is not effective. Pursuant to Section 47 of the *Residential Tenancy Act*, I uphold the tenant's application to cancel the notice to end tenancy.

Conclusion

The notice to end tenancy for cause is set aside and the tenancy will continue.

Dated December 04, 2008.