



Dispute Resolution Services

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

Decision

Dispute Codes: CNC

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Cause dated November 30, 2008.

Issue(s) to be Decided

1. Is the Landlord entitled to end the tenancy?

Background and Evidence

This month to month tenancy started on September 1, 2008. The Landlord served the Tenant by registered and regular mail on November 30, 2008 with a One Month Notice for Cause dated November 30, 2008. The Notice is on an old form from 2003. The copy of the Notice provided by the Tenant has only 2 pages of what should have been a 4 page document.

Analysis

Section 52 of the Act says as follows:

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, and
- (e) ***when given by a landlord, be in the approved form.*** [emphasis added]

I find that the Notice to End Tenancy is not effective, because it is not on an approved form. The form used by the Landlord is not the current form for a Notice to End Tenancy for Cause under s. 47 of the Act. Without any further evidence, I also find that only the first 2 pages of this 4 page document were served on the Tenant and therefore the Notice is not in the approved form for this reason as well.

Conclusion

The Notice to End Tenancy for Cause dated November 30, 2008 is cancelled and the tenancy will continue.