

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a notice to end tenancy for cause.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*, served in person on March 18, 2009, at approximately 3:00 p.m. at the landlord's residence. The female landlord confirmed service of the hearing documents.

Both the landlord and tenant appeared, acknowledged receipt of evidence submitted by the other, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, in documentary form, and to cross exam each other.

All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

The issues to be decided based on the testimony and the evidence are:

- Whether the tenant is entitled to an Order to cancel a Notice to End Tenancy for Cause.

Background and Evidence

The female landlord testified that the male landlord served the tenant with both pages of the 1 Month Notice to End Tenancy for Cause.

The tenant testified that she was only given the first page of the 1 Month Notice to End Tenancy and was told by the male landlord that she had to move because things were not working out. The tenant stated that she did not receive a copy of the second page until this morning, when she returned home.

The male landlord was called into the hearing where he testified that on March 5, 2009, he served the tenant with only the first page of the 1 Month Notice to End Tenancy and that he told the tenant that she was required to move because things were not working out.

Analysis

The purpose of serving documents under the *Act* is to notify the person being served of their breach and notification of their rights under the *Act* in response. The landlord is seeking to end the tenancy due to this breach; however, the landlord has the burden of proving that the tenant was served with the 1 Month Notice to End Tenancy in accordance with the *Act*.

Based on the male landlord's testimony I find that the landlords have contravened section 47(3) which stipulates that a notice under this section must comply with section 52 which stipulates that in order to be effective, a notice to end a tenancy must be in writing and must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

Based on the aforementioned, I hereby cancel the 1 Month Notice to End Tenancy issued on March 5, 2009.

Conclusion

I Hereby Order that the 1 Month Notice to End Tenancy, issued on March 5, 2009, is cancelled, and is 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: May 11, 2009.

Dispute Resolution Officer