



Dispute Resolution Services

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

Decision

Dispute Codes: O

Introduction

In its essence this hearing dealt with an application from the tenants to dispute the landlord's 1 month notice to end tenancy for cause. The tenants participated in the hearing and gave affirmed testimony. Despite serving the landlord's wife in person on June 25, 2009 with the application for dispute resolution and notice of hearing, the landlord did not appear.

Issue to be decided

- Whether the tenants are entitled to cancellation of the 1 month notice to end tenancy for cause

Background and Evidence

There is no written residential tenancy agreement in place for this tenancy which began on January 15, 2009. The renters formerly owned the unit but, after selling it to the landlord, they continued to reside there as renters. Rent in the amount of \$1,600.00 is payable on the first day of the month. No security deposit was collected but at the outset of tenancy both, the first and last month's rent were paid to the landlord.

The landlord issued only 1 page of what is a 2 page 1 month notice to end tenancy for cause. The incomplete notice was delivered into the tenants' mailbox on June 17, 2009 and a copy was submitted into evidence. The notice is dated generally only as "June" and shows July 20, 2009 as the date by when the tenants must vacate the unit. Following their receipt of the notice the tenants have continued to deliver the monthly

rent to the landlord's place of business, but have received no explanation from him about the notice.

Analysis

Based on the documentary evidence and undisputed testimony of the tenants, I find that they were served with an incomplete 1 month notice to end tenancy for cause.

Specifically, the notice does not include page 2 which provides the opportunity for the landlord to identify reasons for issuance of the notice.

I find that the tenants disputed the notice within 10 days after its receipt.

In the absence of any evidence whatsoever from the landlord in support of issuance of the notice, I hereby set the notice aside, with the effect that the tenancy continues in full force and effect.

Conclusion

Pursuant to all of the above, I hereby cancel the landlord's 1 month notice to end tenancy for cause. The tenancy continues in full force and effect.

DATE: August 5, 2009

Dispute Resolution Officer