



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      CNC, FF

### Introduction

This hearing dealt with the tenants' application to cancel a *1 Month Notice to End Tenancy for Cause* and to recover the filing fee paid for this application from the landlord. Both parties appeared at the hearing and were provided the opportunity to be heard and to respond to the other party's submissions.

### Issues(s) to be Decided

1. Is the *1 Month Notice to End Tenancy for Cause* valid and enforceable?
2. Recovery of the filing fee.

### Background and Evidence

Upon hearing undisputed testimony of the parties, I find that the six-month fixed term tenancy commenced in June 2009. The tenants are required to pay rent of \$1,000.00 on the 1<sup>st</sup> day of every month. On November 19, 2009 the landlord issued a *1 Month Notice to End Tenancy for Cause* (the Notice) and sent it to the tenants via registered mail. The tenants disputed the Notice within the time allowed by the Act. The Notice has an effective date of December 31, 2009 and on the second page of the Notice no reason for ending the tenancy is indicated.

The landlord explained that she does not read or speak English well. Upon enquiry, the landlord testified she is ill and has family coming to stay with her. The landlord is concerned about too many vehicles and wants the rental unit for her family's use.

Upon hearing the landlord's explanation for wanting to end the tenancy, I briefly discussed the rights and obligations applicable for ending a tenancy for landlord's use of property. It was suggested to the landlord that she could contact the Residential Tenancy Office and request more information concerning her rights and obligations under the *Residential Tenancy Act*. The tenants were also informed of their right to dispute any subsequent Notice to End Tenancy received from the landlord.

### Analysis

In accordance with section 52 of the Act, in order for a landlord's Notice to End Tenancy to be effective, the Notice must state the grounds for ending the tenancy. Since the Notice issued by the landlord on November 19, 2009 does not state any grounds for ending the tenancy, the Notice is invalid and ineffective.

Having found the Notice invalid and ineffective, I have cancelled the Notice with the effect that this tenancy shall continue until such time it legally ends. As the tenants were successful with this application, I award the filing fee to the tenants and hereby authorize the tenants to deduct \$50.00 from a subsequent month's rent.

### Conclusion

The Notice to End Tenancy is cancelled and the tenants are authorized to recover the filing fee paid for this application by deducting \$50.00 from a subsequent month's rent.

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: January 07, 2010.

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Dispute Resolution Officer