

DECISION

Dispute Codes OPL and CNL

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed seeking an Order of Possession for Landlord's use of the property.

The Tenant filed seeking an Order to cancel the notice to end tenancy for Landlord's use of the property.

Service of the hearing documents by the Landlord to the Tenant was done in accordance with section 89 of the *Act*, sent via registered mail on December 18, 2009. The Tenant confirmed receipt of the hearing package and evidence sent by the Landlord.

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Both the Landlord and Tenant appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession under section 55 of the *Residential Tenancy Act*?

Is the Tenant entitled to an Order under section 49 of the *Residential Tenancy Act*?

Background and Evidence

The undisputed facts were the Tenant has occupied the rental unit since August 1, 2005; the Landlord purchased the property on March 13, 2009; the current monthly rent

is payable on the first of each month in the amount of \$674.05; and the Tenant paid a security deposit of \$325.00 and a pet deposit of \$325.00 on August 3, 2005.

The Landlord confirmed that she served the Tenant with a copy of the Notice to End Tenancy, as supported by the documentary evidence submitted by both parties, via registered mail on November 29, 2009.

Analysis

Upon review of the Notice to End Tenancy, I find the Notice not to be issued in accordance with the requirements of sections 49 and 52 of the Act and the Notice is hereby cancelled.

Conclusion

The Notice to End Tenancy issued on November 29, 2009 is hereby cancelled and is of no force or effect.

As I have found the Notice to End Tenancy to be cancelled I HEREBY DISMISS both the Landlord's application and Tenant's application, without leave to reapply.

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 26, 2010.

Dispute Resolution Officer