

DECISION

Dispute Codes CNC, FF

Introduction

This hearing was convened by way of conference call to deal with the tenant's application to cancel a 1 Month Notice to End Tenancy for Cause, and to recover the filing fee for the cost of this application. Both parties attended and gave evidence.

Issues(s) to be Decided

Should the 1 Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

This month-to-month tenancy began on September 1, 2007, but the tenant had recently sold his house and the new owners could not move in until January 1, 2008. As a result, he paid rent for this unit, but stayed in the house that he sold until the purchasers could move in.

Rent in the amount of \$700.00 is payable in advance on the 1st day of each month. There are no arrears outstanding for rent. The tenant paid a security deposit in the amount of \$337.50 on September 1, 2007.

The tenant testified that the dates on the 1 Month Notice to End Tenancy for Cause are incorrect, and that under the *Residential Tenancy Act*, the landlord must issue the notice showing the move-out date of March 31, 2010, not March 29, 2010 as stated in the notice. The tenant testified that he will be vacating the unit on March 31, 2010.

Both parties agree that the tenant will move out of the unit on March 31, 2010, however, the landlord did not request an Order of Possession.

Analysis

Section 53 of the *Residential Tenancy Act* states that the notice is deemed to be changed if it contains incorrect dates. The tenant's application shows that the move date should be March 31, 2010. Since the tenant has been successful with his application, I order that the tenant recover the filing fee from the landlord for the cost of this application.

The parties agree that a move-out inspection will be done on March 31, 2010. The parties are cautioned that upon receiving a forwarding address in writing from the tenant, the landlord will have 15 days to return the security deposit and interest or apply for dispute resolution to obtain an order permitting her to retain it. For the convenience of the parties, I have calculated the interest to be \$6.78 to March 31, 2010, which totals \$344.28.

Conclusion

Having heard the evidence of the landlord and the tenant, I hereby order that the landlord pay to the tenant the amount of \$50.00. This order may be filed in the Provincial Court of British Columbia and enforced as an order of that Court.

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: March 19, 2010.

Dispute Resolution Officer