

DECISION

Dispute Codes CNC, FF

Introduction

This matter dealt with an application by the Tenants to cancel a One Month Notice to End Tenancy for Cause dated February 24, 2010 and to recover the filing fee for this proceeding. The Tenants said they served the Landlords in person on March 8, 2010 with their application and notice of hearing. Based on the evidence of the Tenants, I find that the Landlords were served as required by s. 89 of the Act and the hearing proceeded in their absence.

Issues(s) to be Decided

1. Do the Landlords have grounds to end the tenancy?

Background and Evidence

The Tenants said that on February 25, 2010, one of the Landlords served their babysitter with a One Month Notice to End Tenancy for Cause dated February 24, 2010. The Tenants admitted that they received this Notice on February 25, 2010. The second page of the Notice has no reason checked off for issuing the Notice.

Analysis

Section 52(d) of the Act says that in order to be enforceable, a Landlord's Notice to End Tenancy must state the grounds for ending the tenancy. As the Notice to End Tenancy for Cause served on the Tenants does not state any grounds for ending the tenancy, I find that it is of no force and effect and it is cancelled.

Conclusion

The Tenants' application is granted. I also find that the Tenants are entitled to recover the \$50.00 filing fee for this proceeding and I order pursuant to s. 72 of the Act that they may deduct this amount from their next rent payment when it is due and payable. 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: April 22, 2010.

Dispute Resolution Officer