

DECISION

Dispute Codes CNC, FF

Introduction

This matter dealt with an application by the tenant to cancel a Notice to end tenancy and to recover his filing fee.

Service of the hearing documents was done in accordance with s. 89 of the *Act*. They were sent to the landlord by registered mail on March 29, 2010. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties appeared, gave their testimony, were provided the opportunity to present evidence, make submissions and to cross-examine the other party. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Is the tenant entitled to cancel the notice to end tenancy?

Background and Evidence

This tenancy started on August 01, 2009 when the tenant and landlord renewed their agreement for another fixed term agreement for one year. Rent for this unit is \$1,400.00 per month and is due on the first of each month. The tenant paid a security deposit of \$725.00 on July 30, 2008. The tenant states the landlord sent him a letter to end the tenancy for cause.

The landlord states that they sent the tenant a letter because they wanted to make repairs to the rental unit and did not want the tenant residing there any longer.

Analysis

I have reviewed the documentation provided by the tenant for this application and the testimony of the landlord. As part of the application the landlord is required to provide a copy of the two page One Month Notice to End Tenancy for cause. Instead the landlord only provided the tenant with a letter to notify the tenant that the tenancy will end as the landlord wishes to make some repairs to the rental unit.

In Order to end a tenancy a landlord must provide a tenant with a legal Notice to end the tenancy. In this instance I find the landlord has not met this requirement of the *Residential Tenancy Act* pursuant to s. 45 of the *Act*. Consequently, I find that no Notice has been issued and the tenancy may continue.

Conclusion

The tenants' application is upheld and the tenancy may continue. I further Order, that the landlord bear the cost of the filing fee paid for this hearing. The tenant may therefore deduct **\$50.00** from future rent payable to the landlord.

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: May 13, 2010.

Dispute Resolution Officer