

## **DECISION**

Dispute Codes      CNC, O

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a One Month Notice to End Tenancy for cause and other issues.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*, and was given in person to the landlords' agent on May 04, 2010. The landlord was deemed to be served the hearing documents on this date.

The tenant appeared, was provided the opportunity to present her evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issues(s) to be Decided

- Is the tenant entitled to cancel the One Month Notice to End Tenancy?

### Background and Evidence

This month to month tenancy started on November 01, 2009. Rent for this unit is \$700.00 per month and is due on the first of each month. The tenant paid a security deposit of \$350.00 and a pet damage deposit of \$100.00.

The tenant testifies that she was served with a One Month Notice to End Tenancy for cause. The reasons given on this notice are that the conduct of the tenant is such that

the enjoyment of other occupants is unreasonably disturbed; the tenant has damaged the residential property to an extent that exceeds reasonable wear and tear and has not taken the necessary steps to repair the damage; the safety or other lawful right or interest of the landlord or other occupant has been seriously impaired by the tenant; and the tenant has breached a material term of the tenancy agreement which has not been rectified within a reasonable time after notice to do so.

The tenant disputes the reasons given on the Notice and states she has now come to an agreement with the landlords' agent that she can continue to live in the rental property until she can find alternative accommodation.

### Analysis

I have reviewed the One Month Notice given to the tenant and find this is an invalid document as it is out of date and does not refer to the correct sections of the *Residential Tenancy Act*. A landlord must ensure he or she uses the current documents when serving a tenant with a Notice to End Tenancy to ensure the tenant is provided with current information about the Notice. Consequently the tenants' application is upheld and the One Month Notice to End Tenancy is cancelled.

The landlord is at liberty to re-serve the tenant with a valid Notice.

### Conclusion

The tenant's application is allowed. The one Month Notice to End Tenancy for Cause dated April 31, 2010 is cancelled and the tenancy will continue.

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: June 17, 2010.

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Dispute Resolution Officer