

## **DECISION**

**Dispute Codes:** CNR/CNC and OLC

### **Introduction**

By application of May 14, 2010, the tenant seeks to have set aside a Notice to End Tenancy dated May 11, 2010. The tenant also seeks an Order that the landlord comply with the legislation and/or rental agreement.

The tenant stated that he had served the landlord with the Notice of Hearing in person on May 14, 2010, but that the landlord had knocked the package to the floor. He stated that he left the documents with the landlord. Despite having been so served, the landlord did not call in to the number provided to enable his participation in the telephone conference call hearing.

### **Issues to be Decided**

This application requires a decision on whether the Notice to End Tenancy of May 11, 2101 should be upheld or set aside.

### **Background and Evidence**

According to oral evidence submitted by the tenant, this SRO tenancy began on December 1, 2009. Rent is \$475 per month and the landlord holds a security deposit of \$237.50 paid at the beginning of the tenancy.

During the hearing, the tenant gave evidence that he had intended to move out of the rental unit on June 30, 2010. However, he stated that on checking with the Income Assistance Branch he learned that, despite his request to the landlord, the landlord had cashed the cheque for his rent for July 2010. Therefore, he had no funds to pay rent for a new rental unit.

The tenant further noted that the Notice to End Tenancy had been served on the form prescribed for notice for unpaid rent. However, the landlord had amended that form to accommodate the stated intention to end the tenancy for cause, specifically, the tenant's refusal to clean up the room.

The notice also erred in setting an end of tenancy date of May 11, 2010, the same day it was served, although that error is corrected automatically to June 30, 2010 under section 53 of the *Act*.

## **Analysis**

Section 47(3) of the *Act* states that a Notice to End Tenancy for cause must comply with section 52 of the *Act*. Section 52(e) of the *Act* states that a Notice to End Tenancy, when given by a landlord, must be in the approved form.

One reason for this requirement is that the second page of the notice provides information for tenants that differs between a notice for cause and a notice for unpaid rent.

Therefore, I find that the Notice to End Tenancy must be set aside.

### **Conclusion**

The Notice to End Tenancy of May 11, 2010 is set aside and it is of no force or effect.

July 2, 2010