



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC

Introduction

This hearing was convened in response to an Application for Dispute Resolution being filed by the tenant seeking to cancel a Notice to End Tenancy given for Cause.

Both parties appeared at the hearing of this matter and gave evidence under oath.

The landlord testified that the tenant was served with the Notice to End Tenancy by way of the landlord's wife putting it under the tenant's rental unit door on June 28, 2010.

The landlord says they then telephoned the tenant to ensure he received the Notice. While this is not a proper manner in which to serve such a Notice the tenant admits that he did receive the Notice and I am therefore satisfied in this regard. However, the Notice he received was not in the correct form and the tenant says he received only 2 pages of the 4 page Notice.

The form of Notice to End Tenancy submitted in this application is a form issued in 2003. Pages 3 and 4 are missing. The landlord did not file a complete version of the Notice.

At Section 52 the *Residential Tenancy Act* states:

Form and content of notice to end tenancy

52 In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) *[tenant's notice]*, state the grounds for ending the tenancy, and
- (e) **when given by a landlord, be in the approved form.**

Findings

I find that the notice served on the tenant was not in the approved form.

Conclusion

The tenant's application to cancel the Notice to End Tenancy given for Cause is allowed. The effect of this decision is that this tenancy shall continue.

As the tenant has been successful in this application I will grant his claim for recovery of the filing fee. The tenant is at liberty to deduct \$50.00 from his next rental payment to recover this award.