



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes CNC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a Notice to End Tenancy for cause and to recover her filing fee.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*, given to the landlord in person on April 05, 2010. The tenant gave affirmed testimony that service took place as declared.

The tenant appeared, gave affirmed testimony, 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 Notice to End tenancy?

### Background and Evidence

This tenancy started on June 0, 2009. This is was a fixed term tenancy which ended on August 31, 2010 and has reverted to a month to month tenancy. The tenant pays rent of \$880.00 which includes \$30.00 towards utilities.

The tenant received a hand written Notice to End Tenancy dated July 27, 2010. This Notice asked the tenant to vacate the rental unit on August 31, 2010.

The tenant testifies that she has given the landlord her rent cheque for September and has now found alternate accommodation and will be moving from the rental unit at the end of September, 2010.



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The tenant states the Notice given to her by the landlord is an illegal notice as the landlord does not have grounds to end the tenancy and has not used a permitted form for the Notice.

## Analysis

I find the hand written Notice given to the tenant is not a valid Notice to end the tenancy pursuant to section 52 of the *Residential Tenancy Act*. Therefore I uphold the tenants' application to cancel the Notice.

## Conclusion

The tenant's application is allowed. The Notice to End Tenancy dated, July 27, 2010 is cancelled and the tenancy will continue. As the tenant has been successful in setting aside the Notice, she is entitled to recover her \$50.00 filing fee for this proceeding pursuant to section 72(1) of the *Act*.

A copy of the tenants' decision will be accompanied by a Monetary Order for **\$50.00**. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.

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: September 20, 2010.

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Dispute Resolution Officer