



# 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 the tenant's application to cancel a 1 Month Notice to End Tenancy for Cause and recovery of the filing fee paid for this application. Both parties appeared at the hearing and were provided the opportunity to be heard. Both parties confirmed service of documents upon them.

### Issues(s) to be Decided

Should the Notice to End Tenancy be upheld or cancelled?

### Background and Evidence

I heard undisputed testimony as follows. On August 26, 2010 the landlord posted a 1 Month Notice to End Tenancy for Cause (the Notice) on the tenant's door. The Notice does not indicate a reason for ending the tenancy on the 2<sup>nd</sup> page. On September 1, 2010 the tenant filed an Application for Dispute Resolution to dispute the Notice and served the landlord by registered mail. Upon receiving the tenant's Application for Dispute Resolution on September 7, 2010 the landlord's staff person telephoned the tenant to inform the tenant the reason for ending the tenancy was for breach of a material term.

A copy of the Notice to End Tenancy and the landlord's log of the telephone call on September 7, 2010 were provided as evidence for this hearing. The landlord also provided evidence pertaining to events leading up to the issuance of the Notice.

### Analysis

Section 52 of the Act provides that in order for a Notice to End Tenancy to be effective, the Notice must state the grounds for ending the tenancy. The Notice issued by the landlord on August 26, 2010 did not state the ground for ending the tenancy; thus, the Notice does not comply with the requirements of section 52.

Pursuant to section 68 of the Act if a Notice does not comply with section 52 a Dispute Resolution Officer may amend the Notice if satisfied the person receiving the Notice knew or should have known the information that was omitted from the Notice and given the circumstances it is reasonable to amend the Notice.

A tenant that receives a 1 Month Notice to End Tenancy has 10 days to dispute the Notice. In this case, the tenant was not provided a reason for ending the tenancy until after the landlord received the tenant's Application for Dispute Resolution. Thus, the tenant had to file a dispute without knowing the reason and I find it is not reasonable to amend the Notice in such circumstances.

As the parties were informed during the hearing, the landlord is at liberty to issue another Notice to End Tenancy so that it complies with the requirements of the Act. Should circumstances be so urgent that it is unreasonable to wait for a 1 Month Notice to take effect, the landlord is at liberty to request an early end of tenancy by making the appropriate application.

I award the filing fee to the tenant. The landlord is ordered to pay the tenant \$50.00. Alternatively, the tenant may withhold \$50.00 from her next month's rent. The tenant is provided a Monetary Order to serve upon the landlord.

Conclusion

The Notice to End Tenancy issued by the landlord on August 26, 2010 does not comply with the requirements of the Act and is unenforceable. This tenancy shall remain in effect until such time it ends under the Act. The tenant has been awarded the filing fee and has been provided a Monetary Order to serve upon 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: October 12, 2010.

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Dispute Resolution Officer