



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      CNC, OLC, FF

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is an application for an order cancelling a Notice to End Tenancy and a request that the respondent bear the \$50.00 cost of the filing fee that was paid for the application for dispute resolution.

### Background and Evidence

On January 11, 2011, the landlord served the tenants with two notices to end tenancy, and a notice for the tenants to comply with the tenancy agreement.

One Notice to End Tenancy was a typewritten notice that was not in the form required under the Residential Tenancy Act.

The other Notice to End Tenancy was in the required form and was given for the following reason:

- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord testified that:

- The tenants breached the tenancy agreement by having cats in the rental unit when the tenancy agreement specifically says no pets, and therefore he served them with the Notice to End Tenancy along with written notice to rectify the breach.
- He did not give them written notice to rectify the breach prior to giving the eviction notice, because he was told by the Residential Tenancy Branch he did not have to.
- He did not know that a Notice to End Tenancy had to be any specific form, and that is why the other notice was given in typewritten letter form.

### Analysis

The typewritten Notice to End Tenancy that is not in the form required by the Residential Tenancy Act is not a valid notice, and therefore it is my decision that that notice is not enforceable.

It is also my decision that I cancel the one month Notice to End Tenancy that was given for breach of a material term of the tenancy agreement, because the landlord did not give the tenants written notice to rectify the breach before giving me Notice to End Tenancy.

Section 47(1)( of the Residential Tenancy Act states:

- 47** (1) A landlord may end a tenancy by giving notice to end the tenancy if the following applies:

- (h) the tenant
  - (i) has failed to comply with a material term, and
  - (ii) has not corrected the situation within a reasonable time after the landlord gives written notice to do so;

In this case the landlord gave the tenants the written notice to rectify the breach at the same time as he gave the Notice to End Tenancy, and therefore the tenants were not given a reasonable time in which to correct the situation.

Since I have cancelled both notices to end tenancy I also order that the landlord bear the \$50.00 cost of the filing fee

### Conclusion

I Order that both the typewritten Notice to End Tenancy, and the one month Notice to End Tenancy for breach of the tenancy agreement are cancelled and this tenancy continues. I further order that the tenants may make a one-time deduction of \$50.00 from future rent payable to the landlord, to cover the cost of the filing fee.

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: January 27, 2011.

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Residential Tenancy Branch