



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MT, CNC, FF

Introduction

This matter dealt with an application by the Tenants for more time to apply to cancel a Notice to End Tenancy, to cancel a One Month Notice to End Tenancy for Cause dated January 1, 2011 and to recover the filing fee for this proceeding.

Issue(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?

Background and Evidence

This month-to-month tenancy started on August 15, 2010. Rent is \$700.00 per month. On January 1, 2011, the Landlord served the Tenants with a One Month Notice to End Tenancy for Cause dated January 1, 2011. The Landlord did not check off any of the boxes listed on the 2nd page of the Notice but instead wrote at the top of that page, "my wife's nephew from Australia move in the suite."

Analysis

I find it unnecessary to deal with the Tenants' claim for more time to apply to cancel the Notice as I find that the One Month Notice to End Tenancy for Cause dated January 1, 2011 is not an enforceable notice. In particular, s. 52 of the Act says that in order to be effective, a notice to end tenancy must state the grounds for ending the tenancy. In this case, the Landlord did not select any of the grounds listed under s. 47 (which are the only permitted grounds for this type of Notice) as a reason for ending the tenancy.

Consequently, the One Month Notice to End Tenancy for Cause dated January 1, 2011 is cancelled and the tenancy will continue. As the Tenants have been successful, they are entitled to recover from the Landlord the \$50.00 filing fee they paid for this proceeding and I order that they may deduct this amount from their February 2011 rent payment when it is due and payable to the Landlord.

Conclusion

The Tenants' application is granted. The One Month Notice to End Tenancy for Cause dated January 1, 2011 is cancelled and the tenancy will continue. 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.

Residential Tenancy Branch