



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant and her two agents and the landlord and her witness.

### Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Section 47 of the *Residential Tenancy Act* (Act).

### Background and Evidence

The tenancy began on August 1, 2003 as a month to month tenancy with a monthly market rent, at that time, of \$500.00 with the tenant responsible for \$327.00 and a security deposit of \$250.00 had been paid.

The tenant submitted into evidence a copy of the first page of a 1 Month Notice to End Tenancy for Cause dated on January 31, 2011 with an effective vacancy date of February 28, 2011 and the second page of a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord's agent confirmed that these two pages are the ones that had been served on the tenant and that there is no copy of a second page of a 1 Month Notice to End Tenancy for Cause in the file. The tenant's agent also confirmed these were the documents received by the tenant.

### Analysis

Section 47 of the *Act* allows a landlord to end a tenancy cause by giving the tenant a notice to end the tenancy with an effective date that among other things must comply with Section 52.

Section 52 stipulates that in order to be effective a notice to end tenancy must be in writing and must:

1. Be signed and dated by the landlord;
2. Give the address of the rental unit;
3. State the effective date of the notice;
4. State the grounds for end the tenancy; and
5. Be in the approved form.

Page 1 of the 1 Month Notice to End Tenancy for Cause contains the first three required components: landlord signature and date; address; and effective date. Page 2 contains the grounds for ending the tenancy.

As the landlord served the tenant with only page 1 of the 1 Month Notice to End Tenancy for Cause I find that the landlord failed to comply with Section 52 in that the landlord did not provide grounds for ending the tenancy in the approved form. I therefore find the 1 Month Notice to be ineffective.

### Conclusion

As a result of the above, I grant the tenant's Application to cancel the 1 Month Notice to End Tenancy for Cause issued on January 31, 2011 and find the tenancy to be in full force and effect.

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: February 17, 2011.

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Residential Tenancy Branch