



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNC

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Cause.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery on February 10, 2011. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

At the start of the Hearing the Landlord said that they had issued the Tenant with the wrong Notice to End Tenancy. She said they had received a notice from the City of Vancouver ordering them to comply with the zoning of the property and reduce the rental units in the building from three back to one. The Landlord said they issued the Notice to End Tenancy for Cause to the Tenant by mistake as he was the one legitimate tenant in the rental unit. Since that time the Landlord said they have sold the property and reached a mutual agreement with the Tenant to move out. The Tenant agreed that they had reached an agreement and he was moving out as soon as he could confirm his new rental property. The Landlord and Tenant both agreed to void the Notice to End Tenancy for Cause dated January 29, 2011 with and effective date of February 28, 2011.

In addition the DRO pointed out to the Landlord that there was no reason for the eviction on page two of the Notice to End Tenancy dated January 29, 2011, that they issued to the Tenant; therefore it was an invalid Notice to End Tenancy.

Conclusion

I find for the Tenant and cancel the Notice to End Tenancy for Cause dated January 29, 2011, without leave to reapply.

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*.

Residential Tenancy Branch