



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This is an application by the Tenant to Cancel a notice to end tenancy for cause.

Both parties attended the hearing by conference call and gave affirmed testimony.

At the beginning of the hearing the Landlord requested an order of possession while giving direct evidence.

### Issue(s) to be Decided

Is the Landlord's notice to end tenancy for cause valid and is the Landlord entitled to an order of possession?

### Background and Evidence

This Tenancy began on March 1, 2011 on a month to month basis. The monthly rent is \$700.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$350.00 was paid at the beginning of the Tenancy as shown by the submitted copy of the signed tenancy agreement. Neither party has disputed these facts.

The signed tenancy agreement shows that the agreement was signed on March 4, 2011 by the Tenant and the Landlord as 4-3-2011. The Landlord states that the notice was served by giving it to the Tenant's outreach worker, "bob" in person on 4-3-2011. The notice displays a move-out date of 30 day, 4 month and 2011 as the year. The Landlord during direct evidence stated that he did not serve the notice on this date, but on the 4<sup>th</sup> of April. The Landlord has stated that he was informed by someone from the outreach worker's office to re-serve the Tenant. The Landlord states that he re-served a new notice on April 4, 2011 by posting it to the rental unit door.

The Tenant has filed her application in response to the notice dated as 4-3-2011. The Tenant states that she received this notice on March 16, 2011 posted to her door.

### Analysis

As both parties have attended the hearing and have not disputed receiving the others evidence, I am satisfied that both have been properly served with the notice of hearing documents.

I found that the Landlord's notice to end tenancy was sufficiently confusing since the Tenant stated that she received it on March 16, 2011 posted to her door. The Landlord states that he had it posted April 4, 2011 and not April 3, 2011 as stated on the submitted notice. The Landlord states that he served two notices and cannot explain why the submitted notice has the dates on it. The Landlord was questioned and could not explain the discrepancies. I find that the notice to end tenancy to be deficient and as such grant the Tenant's application to cancel the notice. The Landlord's merits on the notice have not been addressed in this application. The Tenancy shall continue.

### Conclusion

The Tenant's application to cancel the notice is granted.

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: April 08, 2011.

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Residential Tenancy Branch