



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNR

### **Introduction**

This hearing dealt with the Tenants' application to cancel a *Notice to End Tenancy for Unpaid Rent or Utilities* (the Notice).

Both parties appeared at the hearing and gave affirmed testimony.

### **Issue to be Decided**

Should the Notice issued April 15, 2011, be cancelled?

### **Background and Evidence**

The Tenant seeks to cancel the Notice because it is not a legal notice. The Tenant testified that the Landlord has removed the door, fridge and stove to the rental unit.

The Landlord testified that he is no longer seeking to end the tenancy for unpaid utilities. He testified that Bylaw enforcement officers have been over to the rental property because of garbage and debris. The Landlord seeks to end the tenancy because of the garbage.

### **Analysis**

The Landlord provided testimony that he seeks to end the tenancy for cause. Section 47 of the Act provides the causes by which a landlord can end a tenancy for cause. Section 47(3) of the Act states that a Notice must comply with Section 52 of the Act.

Section 52 of the Act provides:

**Form and content of notice to end tenancy**

**52** In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

The Notice issued April 15, 2011 does not comply with the provisions of Section 52(a) or (e) of the Act and therefore is ineffective.

The Tenant submitted that the Landlord had removed his door and other items from the rental unit. The Tenant did not seek damages or other Orders with respect to this on his Application filed April 28, 2011. The Tenant was advised that he is at liberty to file another application seeking further relief if he so chooses. The Landlord is cautioned to comply with the provisions of the Act with respect to ending tenancies and withdrawing services.

**Conclusion**

The Notice to End Tenancy issued April 15, 2011, is of no force or effect. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

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: May 25, 2011.

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Residential Tenancy Branch