



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenants' application to cancel a 1 Month Notice to End Tenancy for Cause.

The tenant and the agent for the landlord appeared and were affirmed into the hearing.

### Issue(s) to be Decided

Is the 1 Month Notice to End Tenancy for Cause (the "Notice") issued to the tenant valid and enforceable?

### Background and Evidence

This month to month tenancy began on April 1, 2011, monthly rent is \$695.00 and the tenant paid a security deposit of \$347.50 at the beginning of the tenancy.

The landlord's testimony and evidence indicate that the tenant was served a 1 Month Notice to End Tenancy for Cause on June 30, 2011, via personal delivery, with a stated effective move out date of July 31, 2011.

The Notice explains that the tenant had ten days to dispute the Notice. It also explains that if the tenant does not file an Application to Dispute the Notice within ten days, then the tenant is conclusively presumed to have accepted the end of the tenancy and must vacate the rental unit by the effective date of the Notice. The Tenant did file an Application to dispute the Notice within the 10 day time frame.

The cause listed on the Notice stated that the tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

Pursuant to the Residential Tenancy Branch Rules of Procedure, the landlord proceeded first in the hearing to support the Notice.

To begin, I asked the landlord's agent to state what illegal activity the tenant had allegedly engaged in, to which the landlord replied the incorrect cause was marked by the former property manager as there are no allegations of illegal activity.

The landlord's agent stated that another cause should have been listed instead.

The landlord's agent was informed during the hearing that in order for a Notice to End Tenancy to be valid and enforceable, the proper cause has to be listed to enable the tenant to properly respond to the Notice and to be able to defend herself.

The landlord's agent was informed during the hearing that the Notice was invalid and therefore unenforceable.

### Analysis

Upon hearing from the parties, I find the 1 Month Notice to End Tenancy for Cause, issued by the landlord on June 30, 2011, to be invalid and unenforceable as the landlord has marked the wrong cause and it therefore cannot be supported.

As I have found the Notice to be invalid and unenforceable, **I order it to be cancelled.**

The Notice is of no force or effect and the tenancy will continue until ended in accordance with the *Act*.

### Conclusion

The landlord's 1 Month Notice to End Tenancy for Cause is invalid and unenforceable.

The tenant is granted an order dismissing the Notice to End Tenancy dated June 30, 2011.

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: August 03, 2011.

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Residential Tenancy Branch