

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with an application by the tenant seeking to set aside a Notice to End Tenancy. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to have the Notice set aside?

### Background and Evidence

The tenancy began on or about November 30, 2005. Rent in the amount of \$340.00 is payable in advance on the first day of each month.

The landlord served the tenant with a Notice to End Tenancy on August 12, 2011 and provided a copy of this Notice for the hearing. The landlord testified that the tenant's suite is messy, cluttered and a fire risk.

The tenant testified that he doesn't think his unit is a fire risk and disputes the landlord's claim.

### Analysis

The landlord submitted a form "Appendix B- Notice to End a Residential Tenancy". This form was issued in February 1995. The sections of the Act that this form refers to do not apply to the circumstances that are before me. It was explained to the landlord during the hearing that the present day Act requires a landlord to use the prescribed form in the appropriate manner. The form used by the landlord is outdated and no longer valid; as a result, the Notice issued by the landlord on August 12, 2011 has no effect or force and is set aside.

The tenant has been successful in their application. The tenancy is re-instated.

Conclusion

The Notice to End Tenancy is set aside.

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: September 20, 2011.

---

Residential Tenancy Branch