



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

CNC, OLC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a Notice to End Tenancy for Cause and an order to force the landlord to comply with the Act.

Both the landlord and the tenant appeared at today's hearing and each gave testimony in turn.

Issue(s) to be Decided

The issue to be determined based on the testimony and the evidence is whether the landlord's issuance of the One-Month Notice to End Tenancy for Cause was valid and warranted or whether it should be cancelled.

The burden of proof is on the landlord/respondent to justify that the Notice to End Tenancy complies with the criteria under the Act.

Background and Evidence

The tenancy began in on March 1, 2011 and the tenant was supposed to move into an apartment at a particular building and signed a tenancy agreement for this location. The tenant also requested and received approval to have a pet cat. The landlord testified that, due to circumstances not related to this tenant, the landlord was unable to surrender possession of the unit at the original location and arrangements were made for the tenant to move into another unit located at in a different complex on a temporary basis until the original unit was available. The landlord testified that the tenancy agreement was amended to change the suite address to the second complex. The landlord testified that agreements that normally applied to tenants in the second apartment complex always contain a no pet clause in the addendum because the building does not allow any pets. However, as this was seen to be a temporary situation, the addendum portion was never signed by the tenant. A copy of the tenancy agreement was in evidence. The landlord testified that, after the tenant had moved into the second complex, the tenant had indicated an unwillingness to get rid of her cat,

despite repeated notifications from the landlord that pets were not allowed in the complex. According to the landlord, the tenant was given a formal written warning and then served with a One-Month Notice to End Tenancy in the form of a letter from the landlord. Copies of these communications were in evidence.

The tenant stated that the One Month Notice was without merit and should therefore be cancelled.

Analysis Notice to End Tenancy

I find that section 47, permits a landlord to give Notice to end a tenancy for cause and requires a One-Month Notice completed on the proper form with an effective date (a) not earlier than one month after the date the landlord issues the notice; and (b) the day before the day in the month, that rent is due under the tenancy agreement.

Section 52 of the Act states that, 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

In this instance, I find that the Notice issued by the landlord was not in the approved form. I find that an approved form must contain detailed information about each party's rights and responsibilities with respect to a One-Month Notice to End Tenancy for Cause and I find that the landlord would need to utilize an acceptable form with all of this information to qualify as an "approved form" to make any One-Month Notice to End Tenancy for Cause valid.

Accordingly, I need not make any findings in regard to the whether or not a One-Month Notice to End Tenancy for Cause had any merit as I find that no valid notice was ever issued and served on the tenant.

However, during the hearing, the parties entered into a mediated discussion with respect to the tenant possibly agreeing to relocate to the original apartment in the first complex as of November 1, 2011 in exchange for compensation for the moving costs

and the parties expressed their intent to continue this discussion and negotiations further after the hearing had concluded.

Conclusion

Based on the evidence and the testimony discussed above, I hereby order that the purported One-Month Notice to End Tenancy issued by the landlord in the form of a letter is of no force nor effect.

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 23, 2011.

Residential Tenancy Branch