



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, ERP, FF, O RP

Introduction

Some documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed on September 13, 2011, however the respondent(s) did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the applicant has put on the application. For claims to be combined on an application they must related.

Not all the claims on this application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the request to cancel a Notice to End Tenancy and recovery of the filing fee, and I dismiss the remaining claims, with liberty to re-apply.

Background and Evidence

The applicant testified that:

- The landlord served them with a one month Notice to End Tenancy on which the landlord had crossed out the one month and had written in two months.
- The notice however had no reasons filled out on the second page of the notice and therefore they had no idea why the Notice to End Tenancy was given.
- They contacted the landlord to find out why the notice had been given, and the landlord informed him that their cousin was moving into the rental unit.

They do not believe this is a valid Notice to End Tenancy and a request that the notice be cancelled.

Analysis

It is my finding that the Notice to End Tenancy in dispute today is not a valid Notice to End Tenancy as it has not been properly completed.

To end the tenancy for caused the landlords have to fill out a reason for ending the tenancy, and on page 2 of the notice the landlords have not filled out any reasons.

Further if the landlords really meant for this to be a two month Notice to End Tenancy for landlord use, it has to be on the proper form and give the reasons why the notice has been given.

I therefore allow the tenants request to cancel the Notice to End Tenancy and allow recovery of the \$50.00 filing fee.

Conclusion

The Notice to End Tenancy for cause, dated August 31, 2011, is hereby cancelled and this tenancy continues.

I further order that the tenants may make a onetime \$50.00 deduction from future rent payable to the landlords to cover the cost of the filing fee.

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: October 11, 2011.

Residential Tenancy Branch