



# 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 tenant's application to cancel a 1 Month Notice to End Tenancy for Cause. Both parties appeared at the hearing and were provided the opportunity to make relevant submissions and to respond to the submissions of the other party. I determined that the landlord's evidence was served late; however, the tenant indicated she was prepared to respond to the evidence. I accepted the landlord's evidence and have considered it in making this decision.

### Issue(s) to be Decided

Should the Notice to End Tenancy be upheld or cancelled?

### Background and Evidence

The tenant has been residing in the rental unit since 2000 and currently pays rent and parking totalling \$785.89 on the 1<sup>st</sup> day of every month. On October 27, 2011 the landlord issued a 1 Month Notice to End Tenancy for Cause (the Notice) and personally served it upon the tenant's husband. The parties were in dispute as to whether the Notice was given on October 27, 2011 or October 28, 2011; however, I found the issue of little consequence as the tenant failed to dispute the Notice within the required time limit whether it was received on the 27<sup>th</sup> or 28<sup>th</sup>.

The parties provided a significant amount of testimony with respect to marijuana smoking on the residential property by the tenant's husband and other occupants living at the property.

The tenant also pointed out the service address of the tenant and the rental unit identified on the Notice are incorrect.

### Analysis

In order for landlord to end a tenancy the landlord must issue a valid notice in the approved form. I find the Notice issued to the tenant on October 27, 2011 is addressed to the tenant at a place she does not reside and the Notice requires the tenant to vacate a rental unit for which she does not a tenancy. Accordingly, I find the Notice that is subject of this dispute to be invalid and unenforceable. Therefore, I cancel the Notice with the effect the tenancy continues.

As information for the parties, the Residential Tenancy Policy Guideline 31 provides information with respect to marijuana smoking on the residential property. I would encourage both parties to familiarize themselves with this policy guideline in an effort to avoid a future dispute.

### Conclusion

The Notice to End Tenancy is invalid and unenforceable. The Notice has been cancelled and the tenancy continues.

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: November 30, 2011.

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Residential Tenancy Branch