



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with an application by the tenants to cancel a notice to end tenancy for cause and recovery of the filing fee.

Issue(s) to be Decided

Are the tenants entitled to any of the above under the Act.

Background and Evidence

This tenancy began October 15, 1995 and the tenant pays current rent of \$

On November 29, 2011 the landlord served the tenants with a 1 Month Notice to End Tenancy for Cause; the tenants have filed to dispute this notice.

The 1 month notice to end tenancy for cause does not reflect the reason for the landlord wanting to end the tenancy. As the tenants per section 52 of the *Act* have not properly been served with the landlord's 1 Month Notice to End Tenancy for Cause the November 29, 2011 notice will be set aside.

Analysis

Based on the documentary evidence and testimony I find that the tenants were not properly served with a notice to end tenancy for cause as the landlord neglected to note the reason for ending the tenancy on page 2 of the notice.

As the service provisions have not been met, the notice to end tenancy for cause is hereby set aside and the tenancy continues in full force and effect.

Residential Tenancy Act section **52 Form and content of notice to end tenancy** speaks to:

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**.

As the tenants have been successful in their application the tenants are entitled to recovery of the \$50.00 filing fee.

Conclusion

I therefore allow the tenant's application and set aside the landlord's Notice to End Tenancy for Cause dated November 29, 2011 with the result that the tenancy continues uninterrupted.

The tenants may deduct \$50.00 from future rent owed to the landlord for recover of the filing fee paid to bring their application forward.

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: December 15, 2011.

Residential Tenancy Branch