



# 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 an Application for Dispute Resolution by the tenant to cancel a Notice to End Tenancy for Cause.

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 tenant submitted a copy of the Notice being disputed. However, the Notice indicated that it was a Ten Day Notice to End Tenancy, because of "HOARDING" & "FIRE DANGER".

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

### **Preliminary Issue**

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 (my emphasis)

In this instance, I find that the Notice issued by the landlord was not in the approved form to end the tenancy for cause. In fact, there is no approved form that would end a tenancy in 10 days for cause and it appears that the landlord had utilized an a Ten Day Notice to End Tenancy for Unpaid Rent form that had been altered to suit the situation.

In any case, 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 nor served on the tenant.

### **Conclusion**

Based on the evidence and the testimony discussed above, I hereby order that the purported Notice to End Tenancy issued by the landlord in the current unapproved form 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: February 27, 2012.

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Residential Tenancy Branch