



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNL, CNR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47; and
- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another.

At the commencement of the hearing, it became apparent that the tenant was uncertain whether the landlord had issued him a 10 Day Notice, a 1 Month Notice or a 2 Month Notice. This resulted from the landlord's issuance of a Notice to End Tenancy on a Residential Tenancy Office Form #RTO-3 that was dated December 2003.

The landlord had not selected any of the boxes even on this 2003 Form that would assist the tenant in understanding which Notice of Tenancy he had issued. The landlord had not identified which section of the *Act* was relevant to his application and had not selected a reason from those set out in the 2003 Form for requesting an end to this tenancy. Based on the landlord's February 29, 2012 date for the Notice to End Tenancy and the request that the tenant vacate the premises by April 1, 2012, the landlord was intending apparently to seek a 1 Month Notice. The landlord confirmed this at the hearing, but said that he did not know that he had used an old Form or that he had to identify a reason in the boxes set out in the old Form.

Section 52 of the *Act* requires that a landlord must state the grounds for ending a tenancy and must issue the notice in the approved form. In this case, the tenant's application to cancel a 10 Day Notice, a 1 Month Notice and a 2 Month Notice speaks volumes for the lack of clarity established in the landlord's notice to end this tenancy using a 2003 Form that has not been in use for some time.

Under these circumstances, I advised the parties that the landlord had not issued a valid notice to end this tenancy using the correct form. The landlord's failure to do so has caused confusion and impacted the tenant's ability to adequately address the case against him in the landlord's attempt to end this tenancy. As such, I allow the tenant's application to cancel the notice to end tenancy issued on February 29, 2012, with the effect that this tenancy continues.

Conclusion

The landlord's February 29, 2012 notice to end tenancy is cancelled. This 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: March 26, 2012

Residential Tenancy Branch