



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This matter proceeded by way of a conference call hearing, pursuant to the *Residential Tenancy Act* (the "Act"), and dealt with an Application for Dispute Resolution by the Tenant requesting that a One Month Notice to End Tenancy be cancelled.

Both parties appeared, gave testimony and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy issued by the Landlord be cancelled or not?

Background and Evidence

The parties agree that they have a month to month tenancy which commenced on November 01, 2012. The parties agree that the rent is \$500.00 per month due on the first of each month and that the Landlord received a security deposit of \$250.00 from the Tenant when the tenancy commenced.

The Tenant confirmed that he received a One Month Notice to End Tenancy from the Landlord on February 27, 2012. The One Month Notice to End Tenancy states that the Landlord wishes to end the tenancy on March 30, 2012. The Tenant submitted a copy of the One Month Notice to End Tenancy into evidence. The Tenant filed an Application for dispute resolution on March 08, 2012, within the time period required by the Act. The Tenant stated that the One Month Notice served by the Landlord does not have the second page completed with a reason stated for issuing the Notice.

The Landlord stated that they did not complete page two of the Notice. However, the Landlord stated that they feel they have sufficient evidence to end the tenancy for cause due to complaints from other tenants. The Landlord also stated that they have not made an application for dispute resolution. The Landlord stated that they would like the tenancy to end as soon as possible.

The Tenant is requesting that his tenancy continue.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find that the Tenant filed his application for dispute resolution within the ten days required by the Act after service of the Notice.

Section 47 and 52 of the Act state the following:

Landlord's notice: cause

47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- (a) the tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;
- (b) the tenant is repeatedly late paying rent;
- (c) there are an unreasonable number of occupants in a rental unit;
- (d) the tenant or a person permitted on the residential property by the tenant has
 - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
 - (iii) put the landlord's property at significant risk;
- (e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
 - (i) has caused or is likely to cause damage to the landlord's property,
 - (ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
 - (iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- (f) the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;

- (g) the tenant does not repair damage to the rental unit or other residential property, as required under section 32 (3) *[obligations to repair and maintain]*, within a reasonable time;
 - (h) the tenant
 - (i) has failed to comply with a material term, and
 - (ii) has not corrected the situation within a reasonable time after the landlord gives written notice to do so;
 - (i) the tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 34 *[assignment and subletting]*;
 - (j) the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;
 - (k) the rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority;
 - (l) the tenant has not complied with an order of the director within 30 days of the later of the following dates:
 - (i) the date the tenant receives the order;
 - (ii) the date specified in the order for the tenant to comply with the order.
- (2) A notice under this section must end the tenancy effective on a date that is
- (a) not earlier than one month after the date the notice is received, and
 - (b) the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.
- (3) A notice under this section must comply with section 52 *[form and content of notice to end tenancy]*.
- (4) A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.
- (5) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant
- (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and
 - (b) must vacate the rental unit by that date.

Form and content of notice to end tenancy

- 52** 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.

I find that the Landlord has failed to issue the One Month Notice in accordance with the Act by failing to state the reasons for issuance of the Notice, on page two of the Notice, as required by the Act where the reason for ending tenancy is for cause.

I find that as the Landlord has failed to comply with section 52 of the Act, the One Month Notice issued by the Landlord on February 27, 2012 is of no effect.

Conclusion

I have granted the Tenant's request to cancel the One Month Notice issued on February 27, 2012.

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 28, 2012.

Residential Tenancy Branch