

DECISION

Dispute Codes CNL, O, FF

Introduction

This is an application filed by the Tenant to cancel a notice to end tenancy for Landlord's use of the property and recovery of the filing fee.

The Tenant attended the hearing by conference call and gave undisputed testimony. The Landlord did not attend. A representative for the Landlord attended the hearing by conference call, but the Landlord has failed to provide any notice/information of an appearance by this representative. As such, I find that the Landlord was properly served with the notice of hearing and evidence package. The Landlord filed no evidence.

Issue(s) to be Decided

Is the Tenant entitled to an order to cancel a notice to end tenancy for Landlord's use of the property?

Background and Evidence

The Tenant states that he received the 2 month notice to end tenancy for Landlord's use of the property dated February 23, 2012 on February 28, 2012. The Tenant states that the notice is deficient because the rental address is wrong. He states that the indicated 158 street number should be 518 as shown in the copy of the signed tenancy agreement. The Tenant also states that the Landlord has failed to indicate any reasons on page 2 of the notice.

Analysis

I accept the undisputed testimony of the Tenant that he was served the notice dated February 23, 2012 on February 28, 2012. The Tenant stated that the notice was deficient because of two reasons. The first being that the dispute address for the rental had the numbers transposed from 518 to the indicated 158 on the notice. I find that as the Tenant has applied for dispute and has indicated that it was clear that he understood the nature of the error for the dispute address that this is not a concern for setting aside the notice. The second deficiency noted by the Tenant is that it does not state the reasons for the notice. I find that it is clear that this is a fundamental

deficiency of the notice which the Landlord failed to correct. On this basis, I set aside the notice dated February 23, 2012 and the Tenancy shall continue.

The Tenant is entitled to recovery of the \$50.00 filing fee. As the Tenancy is continuing, I order that the Tenant may withhold one-time \$50.00 from the May 2012 rent due to the Landlord to recover the filing fee.

Conclusion

The notice dated February 23, 2012 is set aside and the Tenancy shall continue. The Tenant may withhold one-time \$50.00 from the May 2012 rent due to the Landlord.

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: April 02, 2012.

Residential Tenancy Branch