



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FF

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for cause, for the landlord to comply with the Act and recovery of the filing fee.

Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Background and Evidence

On April 14, 2012 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause: the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The landlord testified that when he served the notice to end tenancy for cause on the tenant that he had not checked off any of the boxes on page 2 of the notice. The landlord did state that he corrected this, checked off the box and then submitted the corrected document into evidence. The landlord acknowledged that the tenant was not served with a proper, completed notice.

The tenant testified that the landlord had shown up at her rental unit without giving proper notice. The landlord stated that he went to the tenant's rental unit, knocked on the door, handed the tenant the notice, advised her it was a notice to end tenancy and left. The tenant confirmed that this was an accurate account of what happened.

Analysis

Based on the documentary evidence and testimony of the parties I find that the Notice to End Tenancy for Cause is invalid as the notice was not served on the tenant in accordance with the Act.

Section 52 of the Act clearly states that a notice must state the grounds for ending the tenancy and as the landlord did not check off any of the boxes on page 2 of the notice, the tenant was never notified of the reasons for ending the tenancy.

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.

The landlord's 1 Month Notice to End Tenancy for Cause dated April 14, 2012 is hereby set aside with the result that the tenancy continues uninterrupted.

As the tenant has been successful in their application the tenant is entitled to recovery of the \$50.00 filing fee.

Conclusion

I therefore allow the tenant's application and set aside the landlord's 1 Month Notice to End Tenancy for Cause dated April 14, 2012 with the result that the tenancy continues uninterrupted.

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

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: May 8, 2012

Residential Tenancy Branch