

## **Decision**

### **Dispute Codes:**

CNC, FF

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the tenant seeking to cancel a One Month Notice to End Tenancy for Cause.

Both parties appeared and gave testimony during the conference call.

### **Issue(s) to be Decided**

The issue to be determined based on the testimony and the evidence is whether or not the One Month Notice to End Tenancy for Cause should be set aside.

### **Preliminary Issue**

The tenant had applied to dispute a One Month Notice to End Tenancy for Cause. Submitted into evidence was a copy of a One Month Notice to End Tenancy for Cause from the landlord dated April 30, 2012 and purporting to be effective on May 31, 2012.

However, the form served by the landlord to give the tenant notice is not compliant with the Act as the second page does not indicate what the actual cause for the termination of the tenancy was. Section 47 permits a landlord to end a tenancy for cause but the landlord is required to identify what the basis for the Notice is in precise detail before it is served on the tenant and the landlord must be prepared to defend the Notice based on one or more violations of the Act.

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)

I found that the form served the landlord was incomplete and as such it was not sufficient to give valid nor enforceable notification to end a tenancy and therefore I find that the Notice must be cancelled.

**Conclusion**

Given the above, I hereby grant the tenant's application and order that the One-Month Notice to End Tenancy for Cause is permanently cancelled and 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: May 28, 2012.

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Residential Tenancy Branch