



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to cancel a notice to end tenancy for Cause.

The parties appeared at the teleconference hearing, acknowledged receipt of hearing documents and application for dispute resolution submitted by the Tenant and gave affirmed testimony. During the hearing each party was given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Is the 1 Month Notice to End Tenancy cancelled?

Background and Evidence

The Tenant affirmed that she entered into a verbal month to month tenancy with the Landlord that began on approximately February 28, 2008. Rent is payable on the first of each month in the amount of \$500.00 and on February 28, 2008 she paid a security deposit of \$250.00. She advised that her rent is paid directly to the Landlord from income assistance.

The Tenant advised she was given the 1 Month Notice and letter, as provided in evidence, and told she had to move because the Landlord's sister, the Agent appearing on the Landlord's behalf at this hearing, was going to move into the rental unit. She was advised by her income assistance worker that she was entitled to more notice than one month.

The Agent confirmed the Landlord was ending the tenancy so she could occupy the unit.

Analysis

The evidence proves the Landlord issued the Tenant an incomplete 1 Month Notice to end tenancy for Cause along with a letter indicating she needed to move so his sister could move into the rental unit.

Upon review of the 1 Month Notice to End Tenancy issued April 27, 2012, I find the Notice **not** to be completed in accordance with the requirements of section 47 of the Act. Accordingly I cancel the Notice.

If the Landlord wishes to proceed with ending this tenancy so his sister may occupy the unit then he is required to issue a notice pursuant to Section 49 of the Act which requires that a valid 2 Month Notice be issued and served upon the Tenant.

Conclusion

The Tenant has been successful with her application and the 1 Month Notice to End Tenancy issued April 27, 2012 is HEREBY CANCELLED and is of no force or 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 25, 2012.

Residential Tenancy Branch