



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This matter dealt with an application by the Tenant to cancel a One Month Notice to End Tenancy for Cause dated July 23, 2012.

Issue(s) to be Decided

1. Do the Landlords have grounds to end the tenancy?

Background and Evidence

This tenancy started on February 1, 2012. The rental property is subsidized housing. Tenant shared the rental unit with another person. As a result of a number of conflicts that arose between the Tenant and his roommate, the Landlord's agents asked the Tenant to move to another suite in the rental property. The Landlord said the Tenant at first agreed to move and then appeared to change his mind. The Tenant said he attended a meeting on July 20, 2012 with agents of the Landlord and at that time agreed to move to another unit. The Landlord said a meeting was set up for July 22, 2012 but the Tenant did not attend. A decision was made to move the Tenant to another suite in the rental property (#1B) effective July 23, 2012 however the Landlord said on July 21, 2012, the Tenant forced entry into the new suite assigned to him, moved in his belongings and moved out some of the belongings of his new roommate.

On July 23, 2012, an agent for the Landlord served the Tenant with a One Month Notice to End Tenancy for Cause dated July 23, 2012 by posting it to the door of the Tenant's new suite in the rental property (#1B). The Notice stated that it was with respect to the Tenant's former residence in the rental property (#4B). The Landlord's agent said the Notice was posted on the door of the Tenant's new suite because that was the date the Tenant was supposed to have vacated his former suite. The Landlord's agent admitted however, that the Landlord knew on the date of service that the Tenant was no longer occupying the former suite and that the Landlord's agents had written the wrong suite number on the One Month Notice. The Landlord's agent argued that the Tenant would have known that this was an obvious error because the Notice was accompanied by a letter that referred to incidences such as removing his new roommate's belongings. The Tenant claimed that he reasonably believed that the Notice was served on him to ensure that he vacated suite #4B and he did not realize that the Landlord wanted him to vacate his new residence as well.

Analysis

Section 52 of the Act says that a Notice to End Tenancy when given by a Landlord must (among other things), give the address of the rental unit. Section 68 of the Act says that if a Notice to End Tenancy does not comply with s. 52 of the Act, the director may amend the Notice if satisfied that the person receiving the Notice knew or should have known the information that was omitted from the Notice and in the circumstances it is reasonable to amend the Notice.

The Landlord's agent sought to amend the One Month Notice to End Tenancy to correct the suite number as she argued that the letter accompanying the Notice referred to his conduct with respect to his new roommate. The Landlord's letter states as follows:

"We will be requesting an early eviction notice for the following reasons:

1. Damage to Landlord property (moved fridge and bed with mattress outside);
2. Damage to another tenant's property by moving it outside;
3. Interfering with the quiet enjoyment of others;
4. Nuisance calls to the police;
5. Verbal abuse to Landlord staff."

I find that these reasons are not sufficiently clear in that they do not identify if the other tenant in question or the "others" to whom he is alleged to have interfered with were his former roommate or his new roommate. As a result, I accept the Tenant's argument that he believed the Notice was given to him in the event he did not vacate his former suite. As a further result, I cannot conclude that the Tenant knew or should have known that the One Month Notice referred to his new rental unit. Consequently, I find that the One Month Notice to End Tenancy for Cause dated July 23, 2012 is invalid and it is cancelled. The Landlord may serve the Tenant with a new One Month Notice to End Tenancy for Cause on the same grounds but must indicate the Tenant's new rental unit address in the rental property.

Conclusion

The Tenant's application is granted. The One Month Notice to End Tenancy for Cause dated July 23, 2012 is cancelled. 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: August 20, 2012.

Residential Tenancy Branch