



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 Tenants to cancel a One Month Notice to End Tenancy for Cause.

At the beginning of the hearing the Parties confirmed that neither of them had submitted a copy of the disputed One Month Notice to End Tenancy for Cause as evidence at the hearing. Section 47(1) of the Act says that if one of the grounds listed in that section applies, a landlord may end a tenancy by giving a tenant a One Month Notice to End Tenancy for Cause. Section 47(3) of the Act says that **a Notice to End Tenancy must comply with s. 52 of the Act**. Section 52 of the Act says that in order for a Notice to End Tenancy (given by a landlord) to be effective, it must be in the approved form and comply with other criteria listed in that section.

Consequently, in this matter, the Landlords have the burden of proof and must show (on a balance of probabilities) that grounds exist (as set out on the Notice to End Tenancy) to end the tenancy. This means that the onus is on the Landlords to provide a copy of the One Month Notice to End Tenancy for Cause as evidence at the hearing and thereby prove that it is an effective Notice (or that it complies with s. 52 of the Act). However, in the absence of a copy of the One Month Notice to End Tenancy for Cause I find that there is insufficient evidence to determine if it is a valid and enforceable notice and for that reason it is cancelled.

Conclusion

The Tenants' application is granted. The One Month Notice to End Tenancy for Cause that was served on the Tenants in September, 2012 is cancelled and the tenancy will continue.

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: October 18, 2012.

Residential Tenancy Branch