



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0947713 B.C. LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, OLC, FF

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy, for the Landlord to comply with the Act and to recover the filing fee for this proceeding.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on March 13, 2013. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with all parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to an Order to cancel the Notice to End Tenancy?

Background and Evidence

The Tenant said this tenancy started on October 4, 2011 as a month to month tenancy. Rent is \$705.00 per month payable in advance of the 1st day of each month. The Tenant said they paid a security deposit of \$350.00 on October 4, 2011. The Tenant said the tenancy agreement is verbal.

The Landlord said he purchased the building in September, 2012 and the previous owner/landlord gave him a written tenancy agreement with the only the Male Tenant’s name of it. The Tenant said they do not have a copy of the written tenancy agreement and the Female Tenant said she has been a tenant from when they moved in to the rental unit.

The Landlord said his Agent (P.S.) served the Tenant with a 2 Month Notice to End Tenancy for the Landlord’s Use of the Property and the notice had the reason for the notice as being the Landlord had all the permits and approvals in place to demolish or repair the units and it required the rental units to be vacant. When the Notice to End Tenancy was examined it was apparent the address of the unit to be vacant was incorrect on the Notice. The Tenant said that because of the wrong address on the Notice the Notice was invalid. As the Landlord did not have a copy of the Notice to End

Tenancy so the Arbitrator read the clause and the address that was on the Notice to the Landlord. The Landlord agreed the address was incorrect and that invalidated the Notice.

Analysis

Section 52 (b) of the Act says in order for the Notice to End the Tenancy to be effective the notice **must** have the address of the rent unit which is to be vacated in the Notice to End Tenancy part of the form. In this situation the Landlord has written in the dispute address in the service address space and another address which is not the dispute address in the rental location which is requested to be vacated. Consequently the Landlord has completed the Notice to End Tenancy form incorrectly and as a result the Notice to End Tenancy is invalidated. I find the Notice that the Landlord served on the Tenant is not a valid Notice and therefore I find in favour for the Tenant's application to cancel the Notice to End Tenancy dated February 28, 2013. I cancel the Notice to End Tenancy dated February 28, 2013 and order the tenancy to continue as agreed in the tenancy agreement whether verbal or written.

As the Tenant has been successful in this matter I order the Tenant to recover the \$50.00 filing fee for this proceeding by deducting it from the May, 2013 rent. The May, 2013 rent is adjusted to \$655.00.

Conclusion

I order the 2 Month Notice to End Tenancy for Landlord's Use of the Property dated February 28, 2013 is cancelled and the tenancy is ordered to continue as set out in the tenancy agreement whether verbal or written.

The Tenant's May, 2013 rent payment is adjusted to \$655.00 so that the Tenant can recover the filing fee of \$50.00 for this proceeding from the Landlord.

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: April 09, 2013

Residential Tenancy Branch

