



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

The landlord did not attend this hearing, although I waited until 1:41 p.m. in order to enable him to connect with this teleconference hearing scheduled for 1:30 p.m. The tenant's agent (the agent) attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The agent confirmed that the tenant received the landlord's 1 Month Notice issued on June 13, 2013. The agent testified that she sent the landlord a copy of the tenant's dispute resolution hearing package including the Notice of Hearing by registered mail on June 21, 2013. The agent provided the Canada Post Tracking Number to confirm this registered mailing. She said that she was certain that the landlord received the hearing package because he commented on receiving it to the tenant, the agent's brother. I am satisfied that the above documents were served to one another in accordance with the *Act*.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

This tenancy began in 2009. Monthly rent is set at \$660.00, payable in advance on the first of each month.

The sole reason cited in the landlord's 1 Month Notice seeking an end to this tenancy by July 15, 2013 was for "personal reasons." The landlord wrote "personal reasons" on the 1 Month Notice. He did not select any of the reasons cited on the standard 1 Month

Notice, a Residential Tenancy Branch (RTB) form that must be completed properly if a landlord is seeking an end to a tenancy for cause.

Analysis

Although the landlord used the proper RTB form in issuing the 1 Month Notice, the landlord had to select one of the reasons for seeking an end to this tenancy for cause. These reasons are directly linked to the set of possible ways a landlord may end a tenancy for cause as set out in section 47 of the *Act*. The *Act* does not allow a landlord to substitute his own reasons for ending a tenancy for cause in the 1 Month Notice as the landlord has attempted to do in this case.

As the landlord has not complied with the *Act* in his completion of the 1 Month Notice and did not participate in this hearing, I allow the tenant's application to cancel the landlord's 1 Month Notice. The 1 Month Notice is of no force or effect.

As the tenant was successful in his application to cancel the 1 Month Notice, I allow the tenant to recover his \$50.00 filing fee for his application from the landlord.

Conclusion

I allow the tenant's application to cancel the 1 Month Notice, which is of no force or effect. This tenancy continues.

I order the tenant to reduce his rent by \$50.00 for one month to recover his filing fee from the landlord. Due to the timing of this decision, I order the tenant to reduce his monthly rent for September 2013, by \$50.00. His monthly rent reverts to its normal level as of October 1, 2013, once the one-time reduction in monthly rent has occurred.

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: July 24, 2013

Residential Tenancy Branch

