



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 1 Month Notice to End Tenancy for Cause (the “notice”), issued on May 28, 2013, be cancelled.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing

Issue to be Decided

Should the notice to end tenancy issued on May 28, 2013, be cancelled?

Background and Evidence

The parties agree that a notice to end tenancy for cause was served on the tenant indicating that the tenant is required to vacate the rental unit on June 30, 2013.

The advocate for the tenant stated that the notice does not state a reason for ending the tenancy as required by the Act. Filed in evidence is a copy of the notice to end tenancy issued on May 28, 2013.

The landlord’s agent stated that the tenant altered the notice, by printed off a blank second page, as their copy had several reasons stated to end the tenancy. The agent stated they did not file a copy of that notice into evidence to support their position.

The tenant denied altering the document as alleged by the landlord.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The evidence of the landlord's agent was that the tenant altered the notice to end tenancy, by replacing their second page, with a blank page. This was denied by the tenant. The landlord did not provide a copy of the notice that they alleged was served on the tenant and I can think of no more relevant piece of evidence when in the detail of dispute the tenant wrote "landlord issued 1 month eviction on form but did not give reason for the eviction".

In light of the above, I accept the evidence of the Advocate that the landlord failed to state a reason in the notice to end the tenancy. Their position is supported by the documentary evidence.

Therefore, I find the notice issued on May 28, 2013, is not a valid notice under the Act and has no force or effect. I order that the notice, issued on May 28, 2013, be cancelled. The tenancy will continue until legally ended in accordance with the Act.

Conclusion

The tenant's application to cancel the 1 Month Notice to End Tenancy for Cause issued on May 28, 2013, is granted. The tenancy will continue until legally ended in accordance with the Act.

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 05, 2013

Residential Tenancy Branch