



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that a one month Notice to End Tenancy dated July 1, 2013 was given to the tenants on July 3, 2013. I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Landlord by mailing, by registered mail to where the landlord carries on business on July 6, 2013. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a.      Whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated July 1, 2013?
- b.      Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on June 30, 2006. The present rent is \$2153. The tenants paid a security deposit of \$1000 at the start of the tenancy.

The tenants testified the Notice contained the front side only. It did not have a second page that set out the grounds for termination. The landlord testified that the grounds for termination was "repeated late payment of rent." However, he could not provide evidence that would dispute the tenant's testimony that the second page which contained the grounds for termination was not included in the Notice to End Tenancy that was given to the Tenant. .

### Analysis

Section 52 of the Residential Tenancy Act provides as follows:

#### **Form and content of notice to end tenancy**

**52** In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

I determined the landlord has failed to comply with section 52(d) of the Residential Tenancy Act. As a result the Notice is not effective. I ordered that the one month Notice to End Tenancy dated July 1, 2013 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged. The tenants have been successful in their application. I ordered that the landlord pay to the Tenants the

cost of the filing fee incurred by the Tenants in the sum of \$50 such sum may be deducted from future rent.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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 07, 2013

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Residential Tenancy Branch

