



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MNDC RP FF

Introduction

This hearing dealt with the tenant's application to cancel a notice to end tenancy for cause, as well as for monetary compensation and an order for repairs. The tenant and the landlord participated in the teleconference hearing.

I determined that the issue of the notice to end tenancy took precedence, and only heard evidence on that issue. I will address the remainder of the tenant's application in the conclusion of my decision.

Neither party raised any issues regarding service of the application or the evidence. Both parties were given the opportunity to give testimony and present their evidence. I have reviewed all testimony and other relevant evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Should the notice to end tenancy for cause be cancelled?

Background and Evidence

On November 25, 2013 the tenant applied to cancel a notice to end tenancy for cause. The tenant submitted a copy of the notice, which was signed by the landlord but not dated, and indicated an effective date of December 21, 2013. On the second page of the notice the landlord has not indicated any of the causes applicable under section 47 of the Act for ending the tenancy; instead, the landlord wrote "owner needs space for their own use."

The landlord's evidence was that they served the tenant with the notice on November 19, 2013, and they verbally told the tenant that he has two months to vacate because they needed the place for themselves.

The tenant's response regarding the notice was that it was not valid, as the landlord ought to have served the tenant with a two-month notice for landlord's use.

Analysis

I find that the notice to end tenancy for cause is not valid. It is undated, and it does not allege any cause under section 47 of the Act for ending the tenancy, as required when seeking to end the tenancy with a one-month notice to end tenancy for cause.

The notice to end tenancy is cancelled.

As the tenant's application to cancel the notice was successful, he is entitled to recovery of the \$50 filing fee for the cost of his application.

Conclusion

The notice to end tenancy for cause is cancelled, with the effect that the tenancy continues.

The tenant is entitled to recovery of his \$50 filing fee, and he may withhold this amount from his next month's rent.

The remainder of the tenant's application is dismissed with leave to reapply.

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: January 20, 2014

Residential Tenancy Branch

