



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 Tenants' application to cancel a notice to end tenancy and to recover the cost of the filing fee from the Landlord.

The parties gave affirmed testimony at the Hearing.

It was determined that the female Tenant served the Landlord with the Notice of Hearing documents and copies of the Tenants' documentary evidence by registered mail sent to the Landlord on November 25, 2013. The Tenant provided the Canada Post tracking numbers in evidence.

The Landlord did not provide documentary evidence to the Residential Tenancy Branch or to the Tenants.

Issue to be Decided

- Should the Notice to End Tenancy issued November 14, 2013, be cancelled?

Background and Evidence

The Tenant testified that she received the Notice to End Tenancy on November 17, 2013, but only received the first page of the Notice and therefore was not clear why the Landlord sought to end the tenancy. She stated that she phoned the Landlord to ask why she was being given the Notice, and the Landlord stated that she "didn't like someone else spending her money."

The Landlord's witness testified that he served the Tenant with two pages of the Notice.

Analysis

The Tenants provided a copy of the first page of a Notice to End Tenancy in evidence. The Notice is an outdated form from 2003, which does not indicate on the first page whether it is a 10 Day Notice to End Tenancy for Unpaid Rent, a One Month Notice to End Tenancy for Cause, or a Two Month Notice to End Tenancy for Landlord's Use. In addition, the 2003 form was a 4 page form, and not a 2 page form that is currently in use.

When a landlord seeks to end a tenancy, the Notice to End Tenancy must state the reasons why the tenancy is ending. It must also provide the tenant with information on how to apply to cancel the Notice and the time limit to apply. In this case, I find that the Tenants were not provided with a valid Notice to End Tenancy and therefore it is cancelled. The Landlord is at liberty to issue and serve a valid Notice to End Tenancy that complies with the requirements of the Act and must serve the Tenant with all of the pages. The Landlord was advised where to find updated Notices to end a tenancy on the Residential Tenancy Branch's web site.

The Tenants have been successful in their application and I find that they are entitled to recover the cost of the \$50.00 filing fee from the Landlord. Pursuant to the provisions of Section 72 of the Act, the Tenants may deduct \$50.00 from future rent due to the Landlord.

Conclusion

The Notice to End Tenancy issued November 14, 2013, is cancelled. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

The Tenants may deduct **\$50.00** from future rent, in recovery of the filing fee.

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

