



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0937715 BC Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL

### Introduction

This was an application by a tenant to cancel a landlord use two month Notice to End the Tenancy dated March 1, 2014 with an effective date of May 1, 2014. Only the applicant attended the hearing.

### Issue(s) to be Decided

Is the Notice valid and will the tenancy be continue?

### Background and Evidence

The applicant testified that she sent the dispute resolution package by registered mail on March 7, 2014 to the landlord's address as specified in the Notice to End the Tenancy. The package was not picked up by the landlord and returned to the tenant.

The applicant produced a copy of the Notice upon which none of the grounds on the second page were checked off. The applicant also testified that the landlord advised her he was issuing the notice because there was too much clutter in front of their door and as their rent was too low.

### Analysis

I find that the landlord was deemed to have been served with the Application for Dispute Resolution on March 12, 2014. I am asked to decide whether the Notice should be

aside and the tenancy continue, or whether the Notice is upheld and the tenancy end on the effective date of the Notice.

### **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.

The Notice is given under section 49 of the Residential Tenancy Act, but is devoid of any indication of which ground the landlord had issued it. Accordingly as the Notice is contrary to section 52 in form it is not valid.

### Conclusion

I have cancelled the Notice to End the Tenancy dated March 1, 2014 with an effective date of May 1, 2014. I Order that the tenancy continue.

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: April 08, 2014

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Residential Tenancy Branch

