



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, SS

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant for an order cancelling a notice to end tenancy for cause and for an order permitting the tenant to serve documents or evidence in a different way than required by the *Residential Tenancy Act*.

Both parties attended the hearing and gave affirmed testimony. The landlord also provided evidentiary material to the Residential Tenancy Branch and to the tenant.

All evidence and testimony provided has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

- Should the notice to end tenancy be cancelled?
- Should the tenant be permitted to serve documents or evidence in a different way than required by the *Residential Tenancy Act*?

### Background and Evidence

The landlord testified that this fixed-term tenancy began on October 1, 2013, expires on October 1, 2014 and the tenant still resides in the rental unit. Rent in the amount of \$975.00 per month is payable in advance on the 1<sup>st</sup> day of each month. A written tenancy agreement has been provided which was signed by the landlord on September 14, 2013 and by the tenant on September 20, 2013. On September 20, 2013 the landlord collected a security deposit from the tenant in the amount of \$500.00 which is still held in trust by the landlord.

The landlord further testified that the tenant is repeatedly late with rent, has breached an agreement with the landlord, and has disturbed other occupants of the rental property, and the landlord caused a notice to end tenancy to be served on the tenant. The landlord testified that it was served by a relative who would have posted it to the door of the rental unit, but the landlord does not know when that occurred. The landlord does not know the title of the form served nor its date, but testified that it is effective April 30, 2014. The landlord has provided a copy of a notice entitled "Notice to Terminate a Tenancy Early; Illegal Act or Misrepresentation of Income" which appears to terminate a tenancy effective April 30, 2014. The document is a form 3 pages in length and a paragraph on the second page provides information about the law related to terminating tenancies and contains a Landlord and Tenant Board website of [www.LTB.gov.on.ca](http://www.LTB.gov.on.ca). The landlord is not certain what form was served on the tenant, and the landlord requests an Order of Possession.

The tenant testified that the form served on the tenant was not a form provided under the *Residential Tenancy Act* and requests that the notice be cancelled.

The tenant also testified that the application for an order permitting the tenant to serve documents or evidence in a different way than required by the *Residential Tenancy Act* refers to the incorrect form used by the landlord. The tenant misunderstood the application and makes no application to serve documents in another manner.

### Analysis

The *Residential Tenancy Act* states that in the event that a landlord wishes to end a tenancy for breach of an agreement or breach of the *Act*, the landlord must serve the tenant with a 1 Month Notice to End Tenancy for Cause in the approved form. It appears to me that the landlord has erroneously used a form that applies to the Province of Ontario and is not the approved form in this Province. The landlord was not able to satisfy me that the tenant was served with a notice to end the tenancy in the approved form, and I find that the notice provided is not in the approved form and must be cancelled.

The tenant testified that the application concerning serving documents in another way than permitted by the *Act* referred to the landlord serving a form that is not approved in this Province and the tenant does not seek any further orders with respect to service or delivery of documents or evidence, and I dismiss the tenant's application.

Conclusion

For the reasons set out above, the notice to end tenancy is hereby cancelled and the tenancy continues.

The landlord's oral application for an Order of Possession is hereby dismissed.

The tenant's application for an order permitting the tenant to serve documents or evidence in a different way than required by the *Residential Tenancy Act* is hereby dismissed.

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: May 08, 2014

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Residential Tenancy Branch

