



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

### **Dispute Codes:**

CNC, RP, ERP, RR

### **Introduction**

This Application for Dispute Resolution by the tenant was seeking to cancel a One-Month Notice to End Tenancy for Cause dated July 15, 2014

Despite being served with the hearing package in person on July 22, 2014, the respondent landlord did not appear.

### **Issue(s) to be Decided**

Should the Notice to End Tenancy for Cause be cancelled?

### **Preliminary Issue:**

#### **Sever Part of the Tenant's Application**

The Residential Tenancy Rules of Procedure, Rule 2.3 states that, if, in the course of the dispute resolution proceeding, the dispute resolution officer determines that it is appropriate to do so, the officer may dismiss the unrelated disputes contained in a single application with or without leave to reapply.

Although, the tenant has also applied for other orders including an order for repairs under section 32 and 33 and a rent abatement under sections 65(1) and 67 of the Act, I find that the most pressing matter before me is to determine whether the Notice to End Tenancy should be cancelled.

Given the above, I find it necessary to sever the main dispute about ending the tenancy from the other issues in the application and I hereby dismiss the portions of the tenant's application dealing with the requests for and order for repairs and rent reduction with leave to reapply under a separate application.

Accordingly, today's hearing will deal only with the tenant's request to cancel the *Notice to End Tenancy for Cause* dated July 15, 2014.

Notice to End Tenancy Form

The tenant submitted a copy of the Notice to End Tenancy form into evidence. This form appeared to be on Residential Tenancy Branch letterhead and was titled:

*“10 DAYS NOTICE TO END TENANCY FOR CAUSE OR NON-PAYMENT OF RENT”*

However, I find that this Notice to End Tenancy form served on the tenant by the landlord is not compliant with the Act and was apparently created by the landlord for their own purpose. I find that the Act does not permit a landlord to terminate a tenancy for cause in 10 days and such a Notice does not exist under the legislation.

Section 47 does permit a landlord to end a tenancy for cause, but the landlord is required to serve a One Month Notice to End Tenancy for Cause on the approved form.

Section 52 Of the Act states that, 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. (my emphasis)

I find that the Notice to End Tenancy served by the landlord fails to comply with any approved form under the Act and as such is not enforceable. I therefore I find that the landlord's Notice must be cancelled.

Given the above, I hereby grant the tenant's request and order that the Notice to End Tenancy for Cause dated July 15, 2014 be permanently cancelled and of no force nor effect.

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

**Conclusion**

The tenant is successful in the application and the Notice to End Tenancy for Cause is permanently cancelled and is of no force nor effect.

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: September 17, 2014

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Residential Tenancy Branch

