



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This is an application to cancel a Notice to End Tenancy.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether to cancel or uphold the Notice to End Tenancy that was given for cause.

### Background and Evidence

On August 1, 2014 the landlord personally served the tenant with a one-month Notice to End Tenancy; however the notice that the landlord served is a long outdated notice and is no longer considered the “approved form”.

### Analysis

When the landlord wants to end the tenancy with a one-month notice, Section 52 of the Residential Tenancy Act requires that the notice be in the approved form.

Therefore since this notice is not in the approved form it is not a valid Notice to End Tenancy and I therefore will be canceling this notice.

Conclusion

It is my decision that the one-month Notice to End Tenancy that was served on the tenant is an invalid notice and therefore this tenancy continues.

Since this Notice to End Tenancy has been canceled I also order recovery of the tenant's \$50.00 filing fee. The tenant may therefore make a one-time deduction of \$50.00 from future rent payable to the landlord.

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: October 21, 2014

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Residential Tenancy Branch

