



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNC OPC FF

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To cancel a notice to end tenancy for cause pursuant to section 47;

Service:

The Notice to End Tenancy is dated October 14, 2014 to be effective November 15, 2014 and the tenant confirmed it was served on him but said it was an old form that gave no reasons. The effective date on the Notice is automatically corrected to November 30, 2014 pursuant to section 53 of the *Residential Tenancy Act* as a one month Notice to End Tenancy for cause must give a full month's notice and end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement according to section 45 (1) (b). The tenant /applicant gave evidence that they served the Application for Dispute Resolution by registered mail and the landlord agreed they received it. I find the documents were legally served for the purposes of this hearing.

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

Has the landlord proved on the balance of probabilities that there is sufficient cause to end the tenancy or is the tenant entitled to relief? Is the landlord entitled to an Order of Possession if the tenant is unsuccessful in the application?

### **Background and Evidence**

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced on September 1 2011, it is a month to month tenancy, rent is \$775 a month and a security deposit of \$350 was paid.

The landlord said they did not actually serve a formal Notice to End Tenancy; an old form was used as a warning letter that the tenant had to clean his unit and keep it in a

sanitary condition so that tradespeople could enter to do work. Both parties agreed that the tenant did clean up his unit as requested and the matter is settled. The tenant provided some photographs to illustrate the good condition of his unit.

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

**Analysis:**

As discussed with the parties in the hearing, the weight of the evidence is that there was only a warning and not a Notice to End Tenancy issued to the tenant so there is nothing to cancel. Both agreed and said they had settled the matter satisfactorily. I find the tenancy continues.

**Conclusion:**

The Application of the Tenant to set aside the Notice to End Tenancy is dismissed as there was not a Notice issued and the parties have settled the matter. I find the tenancy is continuing. No filing fee was involved.

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: December 03, 2014

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Residential Tenancy Branch

