



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MT, CNC, O

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to cancel a notice to end tenancy for cause, for more time to cancel the notice to end tenancy, and for “Other” issues of which none were identified during the hearing.

The Tenant and the Landlord appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenant’s Application; however, the Landlord confirmed that he had not provided any written evidence prior to the hearing. The Tenant provided a copy of the 1 Month Notice to End Tenancy for Cause (the “Notice”) into written evidence prior to the hearing.

### Preliminary Issues

The Landlord confirmed that he had served the Tenant the Notice on March 3, 2015 by posting the Notice to the Tenant’s rental unit door. The Tenant confirmed receipt of the Notice on March 5, 2015 as indicated on his Application for more time to cancel the Notice. The Notice provided for an effective end of tenancy date of April 3, 2015.

At the start of the hearing, I determined that the Tenant had applied to cancel the Notice within the 10 day time limit provided by Section 47(4) of the *Residential Tenancy Act* (the “Act”). Therefore, there was no requirement for me to determine the Tenant’s Application for more time to dispute the Notice and this portion of the Tenant’s Application was dismissed during the hearing. The Tenant explained that he had disputed the Notice because he had not been made aware of, or provided with a reason to end the tenancy on the Notice. On further examination of the Notice, I noted that no reason on page two of the Notice had been selected by the Landlord when it was served to the Tenant.

When the Landlord was asked to explain the Notice, the Landlord acknowledged that no reason had been selected on the Notice, but he was seeking to end the tenancy

because he alleged that the Tenant was creating a disturbance in his rental unit. The Tenant disputed this. The Landlord acknowledged that he had not provided any evidence to support or corroborate this allegation for this hearing.

### Analysis and Conclusion

Section 52(d) of the Act provides that for a Notice to be effective it must state the grounds for ending the tenancy. The Tenant was given a Notice which I find did not disclose any reason for ending the tenancy on the second page. The Landlord simply explained that the Tenant had created a disturbance in the rental suite which the Tenant denied. The Landlord failed to provide any evidence to show that this disturbance issue had been addressed with the Tenant prior to the issuing of the Notice. I find the Notice was not sufficient for the purposes of putting the Tenant on notice of the reasons for ending the tenancy that would provide the Tenant with an opportunity to rebut the allegation. Therefore, I find that the Landlord has issued the Tenant with a Notice that did not comply with the Act.

However, the Landlord is at liberty to issue the Tenant with a new valid Notice which explains the reason for ending the tenancy on page two of the Notice. If the Tenant disputes the Notice, the Landlord is required to meet the burden to prove the Notice with sufficient evidence. The parties are encouraged to work together to resolve their issues in order to promote a successful tenancy.

The Notice dated March 3, 2015 is cancelled because the Landlord did not serve a valid Notice. The tenancy resumes until it is ended in accordance with the Act. The Tenant's Application for more time to cancel the Notice and for "Other" issues is 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: April 20, 2015

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Residential Tenancy Branch

