



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This hearing was convened by way of conference call in response to the tenant's application to cancel a One Month Notice to End Tenancy for cause and to recover the filing fee from the landlord for the cost of this application.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*; served by registered mail on April 08, 2015. Canada Post tracking numbers were provided by the tenant in documentary evidence. The landlord was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The tenant appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

Is the tenant entitled to an Order to cancel the One Month Notice to End Tenancy?

Background and Evidence

The tenant testified that this tenancy started on August 01, 2014 for a fixed term tenancy of one year. Rent for this unit is \$1,100.00 per month plus utilities. The tenant

paid a security deposit of \$550.00 and a pet deposit of \$550.00 at the start of the tenancy.

The tenant testified that the landlord served the tenant with a One Month Notice to End Tenancy in person on March 10, 2015. The tenant has provided a copy of this Notice in documentary evidence. This Notice is an old style Notice no longer in use by the Residential Tenancy Office.

The Notice provided one reason to end the tenancy that the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord, seriously jeopardized the health, safety or lawful interest of the landlord or another occupant or put the landlord's property at significant risk.

The tenant disputed the reasons provided on the Notice and seeks to have the Notice cancelled.

Analysis

I have reviewed the Notice to End Tenancy given to the tenant. This type of Notice has not been in use with the Residential Tenancy Branch for many years. The Notice does contain some of the relevant information; however, some of the information such as addresses of the branches has since changed.

As the landlord has not appeared at the hearing and the Notice is no longer a current or valid Notice I am not prepared to consider this Notice. I therefore uphold the tenant's application to cancel the Notice.

I caution the landlord to ensure that any future Notices given to a tenant are current and valid. These Notices may be obtained through a Residential Tenancy Branch, a Government Office or downloaded from the Residential Tenancy website.

Conclusion

The tenant's application is allowed. The one Month Notice to End Tenancy for Cause dated, March 10, 2015 is cancelled and the tenancy will continue. As the tenant has been successful in setting aside the Notice, he is entitled to recover his \$50.00 filing fee for this proceeding and may deduct that amount from his next rent payment when it is due and 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: May 05, 2015

Residential Tenancy Branch

