



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, FF

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the two month Notice to End Tenancy dated February 29, 2016.
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. All of the evidence was carefully considered.

I find that the two Notice to End Tenancy was served on the Tenant by posting on March 6, 2016.

The Residential Tenancy Act permits a party to serve another by sending, by registered mail to their address for service. The tenant testified that she mailed the Application for Dispute Resolution/Notice of Hearing by registered mail to the address for service set out in the Notice to End Tenancy. The tenant produced the a photocopy of the package that indicates the post office attempted to serve it but there was not such address. I determined the landlord has been sufficiently served for the purpose of the Residential Tenancy Act as the failure to provide the correct address for service was the responsibility of the landlord.

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the two month Notice to End Tenancy dated February 29, 2016?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence

The tenancy began on May 1, 2015. The term was for one year ending on April 30, 2016 and continuing on a year to year basis until the Landlord or the Tenant terminates the tenancy. The tenancy agreement provided that the tenant(s) would pay rent of \$1500 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$500 at the start of the tenancy.

Grounds for Termination:

The landlord served a 2 month Notice to End Tenancy on the Tenant but failed to check off any of the boxes which would identify the grounds to end the tenancy.

Analysis:

The landlord failed to identify the grounds to end the tenancy. As a result I ordered that the 2 month Notice to End Tenancy dated February 29, 2016 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.

The tenant has been successful with this application. As a result ordered that the landlord pay to the tenant the cost of the filing fee in the sum of \$100 such sum may be deducted from future rent.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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 21, 2016

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Residential Tenancy Branch