



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, OLC, LRE, RR, FF

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") pursuant to section 47;
- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement pursuant to section 62;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Tenant CO, the tenants' advocate (collectively the "tenant"), the landlord's agent and legal counsel (collectively the "landlord") attended the hearing.

Each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Preliminary Issue – Tenants' Application

At the outset of the hearing the tenant confirmed that he wished to withdraw the following portions of the tenants' application;

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67;

- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement pursuant to section 62;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70; and
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

Accordingly, these portions of the tenants' application are withdrawn and no further actions in relation to these claims are required.

Issue(s) to be Decided

Should the landlord's 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") be cancelled? If not, is the landlord entitled to an order of possession?

Background and Evidence

As per the submitted tenancy agreement and testimony of the parties, the tenancy began on March 25, 2013 on a fixed term until April 1, 2014 at which time the tenancy continued on a month-to-month basis. Rent in the amount of \$1,350.00 is payable on the first of each month. The tenants remitted a security deposit in the amount of \$675.00 at the start of the tenancy. The tenants continue to reside in the rental unit.

The tenants received a letter dated November 1, 2016 from the landlord ending the tenancy effective January 31, 2017. The parties confirmed the landlord did not issue any other notice to end tenancy. The landlord testified that they sought to end the tenancy for landlord use.

Analysis

Section 52 of the *Act* establishes that in order to be effective, a notice to end tenancy must be in writing and must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy and be in the approved form.

Based on the notice before me, which is not in the approved form and does not state the grounds to end the tenancy, I find the tenants were not served with an effective notice. Due to the ineffective notice, I find the landlord is not entitled to an order of possession.

Conclusion

The tenants' application to cancel the 1 Month Notice is upheld. The tenancy continues until it is ended in accordance with the *Act*.

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: February 01, 2017

Residential Tenancy Branch