



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WESTRIDGE LANDING CENTRE LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes CNC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the "Act"), to cancel a One Month Notice to End Tenancy for Cause (the "Notice"), issued on March 31, 2017.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issue to be Decided

Should the Notice be cancelled?

### Background and Evidence

The tenancy began March 2016. Rent in the amount of \$1,300.00 was payable on the first of each month.

The parties agreed that the Notice was served on the tenant indicating that the tenant is required to vacate the rental unit on May 1, 2017.

The landlord's agent stated that reasons for issuing the Notice are as follows:

- The tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; and
- Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant.

The tenant stated that they did not receive page 2 of the Notice and they do not know the reasons for the Notice.

The landlord's agent argued that the tenant received both pages.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this matter, I cannot determine if the Notice received by the tenant complies with section 52 of the *Act*. The evidence of the landlord's agent was that the Notice issued had two reasons listed on page 2 of the document. The evidence of the tenant was that they did not receive page 2. Both versions are probable.

I have referred to the landlord's evidence package and I have reviewed the Notice submitted for my consideration. The Notice does not contain page 2, which sets out the reasons for ending the tenancy.

Based on the above, I am not satisfied that the Notice served on the tenant complies with section 52(d) of the *Act*, stating the reasons for ending the tenancy. Therefore, I grant the tenant's application to cancel the Notice issued on March 31, 2017. The tenancy will continue until legally ended in accordance with the *Act*.

Since the tenant was successful with their application, I find the tenant is entitled to recover the filing fee from the landlord. I authorize the tenant a onetime rent reduction in the amount of \$100.00, from a future rent payable to the landlord to recover the cost of the filing fee.

Conclusion

I am not satisfied the Notice issued on March 31, 2017, complies with section 52 of the *Act*. The tenant's application to cancel the Notice is granted. The tenancy will continue until legally ended.

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 17, 2017

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Residential Tenancy Branch