



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC; FF

Introduction

This is the Tenant's Application for Dispute Resolution seeking to cancel a Notice to End Tenancy for Cause issued March 18, 2017 (the "Notice"); and to recover the cost of the filing fee from the Landlord.

The Tenant and the Landlord's agent SB both gave affirmed testimony at the Hearing.

The Tenant served the Landlord with the Notice of Hearing documents, by registered mail sent on March 29, 2017. The Tenant provided the Canada Post tracking numbers.

Issue(s) to be Decided

Should the Notice be upheld or cancelled?

Background and Evidence

The Tenant acknowledged receipt of the Notice on March 18, 2017. A copy of the Notice was provided in evidence.

The Landlord's agent gave testimony with respect to a number of concerns that the Landlord had with respect to the tenancy; however, the Landlord's agent stated that the Tenant was not provided with written notice to correct a breach of a material term of the tenancy agreement.

The Tenant stated that she was in the process of moving out of the rental unit and that she is seeking monetary compensation from the Landlord for loss of peaceful enjoyment of the rental unit.

Analysis

When a tenant seeks to cancel a notice to end a tenancy, the landlord must provide sufficient evidence that the tenancy should end for the reasons provided on the notice to end tenancy.

In this case, the Landlord seeks to end the tenancy for the following reason:

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The Landlord did not provide the Tenant with written notice of a material breach of the tenancy agreement, and therefore I find that the Notice is not a valid notice to end the tenancy.

The Tenant's Application does not include a request for compensation. If the Tenant believes she is entitled to compensation, she is at liberty to make another Application for Dispute Resolution.

The Tenant has been successful in cancelling the Notice and I find that she is entitled to recover the cost of the \$100.00 filing fee from the Landlord.

Conclusion

The Notice to End Tenancy for Cause issued March 18, 2017, is cancelled. **The tenancy will continue until it is ended in accordance with the provisions of the Act.**

The Tenant is hereby provided with a Monetary Order in the amount of **\$100.00** for service upon the Landlord, representing recovery of the cost of the filing fee. This Order may be filed in the Provincial Court of British Columbia 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: May 01, 2017

Residential Tenancy Branch