



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the one month Notice to End Tenancy dated May 14, 2017

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the one Notice to End Tenancy was personally served on the Tenant on May 14, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the Landlord on May 18, 2017. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided:

The issue to be decided is whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated May 14, 2017?

### Background and Evidence

The tenancy began on September 14, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$800 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$400 at the start of the tenancy.

The tenant testified the Notice to End Tenancy served by the landlord contained the first page only and did not contain the second page which sets out the grounds the landlord is relying on to end the tenancy.

Analysis:

The landlord did not dispute the evidence that the Notice he served only contained the first page and did not contain the second page which identifies the grounds for ending the tenancy.

I determined the Notice to End Tenancy must be cancelled. The Residential Tenancy Act provides that where a landlord seeks to end the tenancy for cause, the landlord must use the approved form and state the grounds for ending the tenancy. One of the fundamental principles of natural justice in this context is that the tenant must have sufficient notice of the grounds for ending the tenancy. The landlord's failure to include the second page fails to satisfy the requirements of the Act and amounts to a denial of the principle of natural justice.

Determination and Orders:

As a result I order that the Notice to End Tenancy dated May 14, 2017 be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.

**This decision is final and binding on the parties.**

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: June 26, 2017

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Residential Tenancy Branch