



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL, CNC

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenants seeking an order cancelling a notice to end the tenancy for landlord's use of property.

Both tenants attended the hearing, and one gave affirmed testimony. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlord joined the call. The tenant testified that she served the landlord with the Tenant's Application for Dispute Resolution and notice of this hearing on May 30, 2017 by personally handing the documents to the landlord. I accept that testimony, and I find that the landlord has been served in accordance with the *Residential Tenancy Act*.

During the course of the hearing the tenant testified that the landlord served a One Month Notice to End Tenancy for Cause, a copy of which has been provided. The landlord did not serve a Two Month Notice to End Tenancy for Landlord's Use of Property, and therefore, I amend the application to show that the tenants have disputed a One Month Notice to End Tenancy for Cause.

### Issue(s) to be Decided

Should the notice to end the tenancy be cancelled?

### Background and Evidence

The tenant testified that this fixed-term tenancy began on January 15, 2017 and expires on January 15, 2018 and the tenants still reside in the rental unit. Rent in the amount of \$1,200.00 per month is payable on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the

tenants in the amount of \$600.00 as well as a pet damage deposit in the amount of \$200.00 a few months after the tenancy began, both of which are still held in trust by the landlord.. The rental unit is an apartment style condominium suite, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The tenant further testified that the landlord served the tenant with a One Month Notice to End Tenancy for Cause on May 20, 2017 by handing it to the other tenant. A copy has been provided and it is dated May 20, 2017 and contains an effective date of vacancy of June 30, 2017, but has not been signed by a landlord. The second page of the 2-page notice has not been completed, and no reason for ending the tenancy has been specified.

### Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was given in accordance with the *Residential Tenancy Act*. In this case, the landlord did not attend the hearing to show cause why the notice should be upheld.

Further, the *Residential Tenancy Act* states that in order to be effective, a notice to end a tenancy given by a landlord must be dated and signed by the landlord and specify the reason(s) for ending the tenancy. The notice given to the tenant is not signed by a landlord and contains no reasons for issuing it. Therefore, I cancel the notice and the tenancy continues.

### Conclusion

For the reasons set out above, the One Month Notice to End Tenancy for Cause dated May 20, 2017 is hereby cancelled and the tenancy continues.

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: July 18, 2017

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Residential Tenancy Branch