



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            CNC, FF

### Introduction

This hearing was scheduled for 11:00 a.m. on this date, via teleconference call, to deal with a tenant's application to cancel a 1 Month Notice to End Tenancy for Cause dated April 8, 2018. The tenant appeared at the hearing but there was no appearance on part of the landlord despite leaving the teleconference call open for at least 10 minutes. The tenant testified that he personally served the landlord with the hearing documents in the hallway of the residential property on April 18, 2018. I was satisfied that the landlord was duly served with notification of this proceeding and I continued to hear from the tenant without the landlord present.

### Issue(s) to be Decided

Should the subject 1 Month Notice to End Tenancy for Cause dated April 8, 2018 be upheld or cancelled?

### Background and Evidence

The tenant submitted that he received the subject 1 Month Notice to End Tenancy for Cause on April 8, 2018 ("the Notice"). The tenant filed to dispute the Notice on April 18, 2018 and provided a copy of the subject Notice. I noted that it appears to be an outdated form.

The tenant seeks have the Notice cancelled and recover the filing fee paid for this Application.

### Analysis

Where a landlord seeks to end a tenancy, section 52 of the Act provides that the landlord must serve the tenant with a Notice to End Tenancy in the approved form.

Where a landlord's Notice to End Tenancy comes under dispute, the landlord has the burden to establish that a Notice to End Tenancy in the approved form was served upon the tenant and prove, based on a balance of probabilities, that the tenancy should end for the reason(s) indicated on the Notice.

The Notice provided to me is not in the form approved by the Director at the time it was issued by the landlord. The form used by the landlord does not provide the "Details of Cause" section that appears on the form currently approved. Further, the landlord did not appear at the hearing to present any evidence in support of ending the tenancy for cause.

In light of the above, I cancel the Notice dated April 8, 2018 and the tenancy continues at this time. The tenancy remains in effect until such time it legally ends.

I award the tenant recovery of the \$100.00 he paid for this application. The tenant is authorized to deduct \$100.00 from a subsequent month's rent in satisfaction of this award.

### Conclusion

The 1 Month Notice dated April 8, 2018 is cancelled and the tenancy continues at this time until such time it legally ends.

The tenant is authorized to deduct t\$100.00 from a subsequent month's rent payment to recover the filing fee paid for this application.

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 16, 2018

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Residential Tenancy Branch