



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end this tenancy.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves.

As both parties were in attendance, I confirmed service of documents. The landlord confirmed receipt of the tenant's evidence and stated that he had not served his evidence on the tenant. Accordingly the landlord's evidence was not used in the making of this decision. I find that the landlord was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issue to be Decided

Should the notice to end tenancy be set aside?

Background and Evidence

The parties agreed that the tenancy started on February 01, 2019. The monthly rent is \$1,100.00 payable on the first of each month. The tenant did not pay a security deposit.

The tenant stated that on June 01, 2019, he was served with a notice to end tenancy for cause by way of a type written letter. The tenant made application to dispute the notice to end tenancy. A copy of the letter was filed into evidence.

Analysis

Section 52(e) of the Act provides that to be effective to end a tenancy, a notice given by the landlord must be in the approved form. I find that the notice in this case is not in the approved form and therefore cannot be effective to end the tenancy. For that reason, I order that the notice be set aside and of no force or effect. As a result, the tenancy will continue.

Conclusion

The notice is set aside.

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: August 01, 2019

Residential Tenancy Branch