



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a One Month Notice to End Tenancy For Cause.

The tenant and the landlord attended the hearing, and the landlord was accompanied by the landlord's spouse identified as a co-landlord. The landlord gave affirmed testimony.

The parties agree that all evidence has been exchanged, all of which has been reviewed.

Issue(s) to be Decided

Has the landlord established that the One Month Notice to End Tenancy For Cause was issued in accordance with the *Residential Tenancy Act*?

Background and Evidence

The landlord testified that this fixed-term tenancy began on November 1, 2021 and reverted to a month-to-month tenancy after November 1, 2022. The tenant still occupies the rental unit, however the landlord is not sure if the tenant resides there. Rent in the amount of \$2,400.00 was payable on the 1st day of each month, which has been increased and is now \$2,497.00 per month and there are no rental arrears. On October 16, 2021 the landlord collected a security deposit from the tenant in the amount of \$1,200.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a 1 bedroom condominium apartment. The landlord does

not reside on the rental property. A copy of the tenancy agreement has been provided by the landlord for this hearing.

The landlord further testified that on July 31, 2024 the landlord served the tenant with a One Month Notice to End Tenancy For Cause (the Notice) by pasting a copy to the door of the rental unit. The landlord has not provided a copy of the Notice, however the tenant has provided pages 1 and 2 only of the 4-page Notice. It is dated July 31, 2024 and contains an effective date of vacancy of September 3, 2024. The reason for issuing it states: Tenant has assigned or sublet the rental unit/site/property/park without landlord's written consent. The landlord testified that 4 pages were served. The landlord believes that a copy was provided for this hearing, however it is not included with the landlord's evidence.

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*. The *Act* states that a landlord must use the approved form when issuing a notice to end a tenancy. Since neither party has provided a copy of all 4 pages of the 4-page Notice I cannot be satisfied that it was given in accordance with the law. Therefore, I cancel the Notice and the tenancy continues until it has ended in accordance with the *Residential Tenancy Act*.

Conclusion

For the reasons set out above, the One Month Notice to End Tenancy For Cause dated July 31, 2024 is hereby cancelled and the tenancy continues until it has ended in accordance with the law.

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: October 29, 2024

Residential Tenancy Branch