



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNC

Introduction

This was an application by the tenant to cancel a one month Notice to End Tenancy for cause. The hearing was conducted by conference call. The tenant and the landlord's agent participated in the hearing

Issue(s) to be Decided

Should the Notice to End Tenancy be cancelled?

Background and Evidence

The rental unit is the main floor of a house in Burnaby. The landlord gave the tenants a form of 1 Month Notice to End Tenancy for cause. The Notice was dated December 1, 2010 and required the tenants to move out by December 31, 2010. The Notice to End Tenancy given to the tenant was incomplete – it consisted of a first page only. There was no second page describing the grounds for ending the tenancy and providing the necessary information required to be set out to inform the tenant of his rights and obligations. Instead the landlord attached a hand written second page addressed: "To Whom it may concern" and stating that the City of Burnaby has required the landlord to rent the house as a single family home and not as two separate units. The attached handwritten document stated an offer to the tenants to rent the entire house to them for a monthly rent of \$2,400.00. It is this Notice to End Tenancy that the tenants have applied to cancel.

There was a previous hearing and decision with respect to this tenancy on March 5, 2010. In the previous matter the tenants applied to set aside a one month Notice to End Tenancy given by the landlord. In the decision Dispute Resolution Officer noted that the landlord was ordered by the municipality to have the basement unit in the rental

property vacated. Because the tenants occupy the main floor of the rental unit they were not affected by the municipal directive and the Notice to End Tenancy was set aside.

Analysis and Conclusion

Once again the landlord has served a Notice to End Tenancy for cause. On this occasion the Notice itself is incomplete and defective. Leaving aside the defective Notice the landlord has not put forward any legitimate ground for ending this tenancy. The argument advanced by his agent is that of economic hardship; the landlord wants to rent the whole of the house to one tenant at a higher rent than he is currently receiving from the tenants for the main floor rental. This is not a legitimate ground for a Notice to End Tenancy and further the Notice itself is defective. I find that the incomplete Notice to End Tenancy dated December 1, 2010 is void and of no effect. The tenancy is a valid and continuing tenancy. The tenant did not pay a filing fee and I do not award the payment of any costs.

Dated: January 05, 2011.
