



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This matter dealt with an application by the Tenant to cancel a One Month Notice to End Tenancy for Cause and to recover the filing fee for this proceeding.

### Issue(s) to be Decided

1. Do the Landlords have grounds to end the tenancy?

### Background and Evidence

This tenancy started in January of 2012. The Landlord said that on June 25 or 27, 2012, he served the Tenant with a One Month Notice to End Tenancy for Cause. Neither party provided a copy of this Notice as evidence at the hearing.

### Analysis

Section 47(1) of the Act says that a Landlord may end a tenancy by giving a Tenant a Notice to End the tenancy if one of the grounds listed in that section applies. Section 47(3) of the Act says that a Notice to End the tenancy under s. 47 of the Act must comply with s. 52 of the Act which requires (among other things) that the Notice be in the form approved by the Residential Tenancy Branch.

In this matter, the Landlords have the onus to prove that they served the Tenant with a valid and enforceable Notice to End Tenancy that complies with s. 52 of the Act and that they have grounds (as set out on the Notice to End Tenancy) to end the tenancy. This means that a Landlord bears the responsibility for providing as evidence at the hearing a copy of the Notice to End Tenancy upon which they wish to enforce. In the absence of a copy of the One Month Notice to End Tenancy for Cause served on the Tenant on June 25 or 27, 2012, I find that there is insufficient evidence to conclude that it is an enforceable Notice and as a result it is cancelled. Consequently, the Landlords will have to re-serve the Tenant with a new One Month Notice to End Tenancy.

As the Tenant has been successful on her application, I find pursuant to s. 72(1) of the Act that she is entitled to recover from the Landlords the \$50.00 filing fee that she paid for this proceeding and I Order pursuant to s. 72(2) of the Act that she may deduct that amount from her next rent payment when it is due and payable.

Conclusion

The Tenant's application is granted and the One Month Notice to End Tenancy for Cause dated July 25 or 27, 2012 is cancelled. 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, 2012.

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Residential Tenancy Branch