



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MNDC
 OPC, FF

Introduction

This was a hearing with respect to applications by the landlord and by the tenant. The hearing was conducted by conference call. The landlord called in and participated in the hearing together with her husband. The tenant did not call in and did not participate in the hearing although served with the landlord's application for dispute resolution and although this was also the hearing of the tenant's application to cancel a one month Notice to End Tenancy,

Issue(s) to be Decided

Should the Notice to End Tenancy dated November 20, 2014 be cancelled?
Is the tenant entitled to a monetary award and if so, in what amount?
Is the landlord entitled to an order for possession?

Background and Evidence

The rental unit is a house in Quesnel. The tenancy started October 31, 2014. The monthly rent is \$800.00, payable on the first of each month and the tenant paid a security deposit of \$400.00 on October 14, 2014.

The landlord served the tenant with a one month Notice to End Tenancy for cause dated November 20, 2014. The Notice required the tenant to move out of the rental unit by December 31, 2014. In the portion of the Notice to End Tenancy form headed: "Reasons for This 1 Month Notice to End the Tenancy", the landlord failed to check any box to indicate a ground for seeking to end the tenancy. The Notice to End Tenancy was served upon the tenant by posting it to the door of the rental unit. The tenant

submitted an application to cancel the Notice to End Tenancy and requested a monetary award of \$900.00.

Analysis

Because the Notice to End Tenancy given by the landlord failed to state any reason for seeking to end the tenancy, I find that the Notice to End Tenancy is invalid and unenforceable. The Notice to End Tenancy is therefore cancelled. In the absence of an appearance by the tenant, her application for a monetary award is dismissed without leave to reapply. The landlord testified at the hearing that the tenant has failed to pay rent for December and she has served the tenant with a 10 day Notice to End Tenancy for unpaid rent. The landlord is at liberty apply for dispute resolution pursuant to the 10 day Notice to End Tenancy.

Conclusion

The landlord's application for an order for possession pursuant to the Notice to End Tenancy dated November 20, 2014 is dismissed. The tenant's application for a monetary award is dismissed without leave to reapply.

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: January 02, 2015

Residential Tenancy Branch

