



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GREAT CENTRAL MA'S INVESTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call in response to the tenant's application to cancel a One Month Notice to End Tenancy for Cause.

The tenant, an agent for the tenant and an agent for the landlord attended the conference call hearing. The parties were given the opportunity to be heard, to present evidence and to make submissions under oath. The landlord provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The tenant confirmed receipt of evidence. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the tenant entitled to have the One Month Notice to End Tenancy cancelled?

Background and Evidence

The parties agree that this tenancy started on October 01, 2014 for a month to month tenancy. Rent for this unit is currently \$935.00 per month and is due on the first of each month.

The landlord testified that the tenant was served a One Month Notice to End Tenancy for Cause by posting it to her door on September 27, 2016. A copy of the Notice has been provided in evidence by the landlord's agent. The landlord's agent agreed that she did not check a reason on page two of the Notice. The Notice has an effective date of October 31, 2016. The landlord's agent testified that she provided evidence later to show why the tenancy should end.

The tenant disputed the One Month Notice. The tenant testified that the landlord did not provide a reason on the Notice to End Tenancy and the tenant was not able to provide any evidence to show why the Notice should be cancelled. The tenant believes the Notice is invalid as it did not contain a reason to end the tenancy. The tenant seeks to have the Notice cancelled.

Analysis

Having considered the evidence before me I find the landlord has not included any reasons on the One Month Notice as to why the landlord seeks to end the tenancy. In Order for a Notice to be valid it must be complete and the landlord must include a reason on page two of the Notice. It is not sufficient to provide evidence about why the landlord wants to end the tenancy after the tenant has filed an application to dispute the Notice as this prejudices the tenant in being able to provide evidence as to the reason the landlord seeks to end the tenancy.

Consequently, I find the tenant's application to cancel the Notice is upheld. The landlord is at liberty to serve the tenant with a new Notice to End Tenancy in accordance to the *Residential Tenancy Act*.

Conclusion

The tenant's application is upheld. The One Month Notice dated September 27, 2016 is cancelled and the tenancy will continue at this time.

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: November 30, 2016

Residential Tenancy Branch