

## DECISION

Dispute Codes      CNC

### Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Cause.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery on March 15, 2017. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with all parties in attendance.

### Issues(s) to be Decided

1. Is the Tenant entitled to an Order to cancel the Notice to End Tenancy?

### Background and Evidence

This tenancy started on July 1, 2016 as a month to month tenancy. Rent is \$650.00 per month payable on the 1<sup>st</sup> day of each month. The Tenant did not paid a security deposit.

At the start of the hearing it was discovered the Landlord's Notice to End Tenancy for Cause dated March 1, 2017 did not have an effective vacancy date written on the notice. Section 52 (c) of the Act says any Notice to End Tenancy **must** have the effective vacancy date written on it or the notice is **not** effective or valid.

### Analysis

As the Notice to End Tenancy for Cause dated March 1, 2017 does not have an effective vacancy date on it and the Act (Section 52 c) requires the effective vacancy date to make the notice valid. I find the Notice is not valid. I find for the Tenant and the Notice to End Tenancy for Cause dated March 1, 2017 is cancelled and the tenancy is ordered to continue as agreed in the tenancy agreement.

Conclusion

I order the 1 Month Notice to End Tenancy for Cause dated March 1, 2017 is cancelled and the tenancy is ordered to continue as set out in the Tenancy Agreement.

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: April 11, 2017.

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Residential Tenancy Branch