



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes

CNC

### Introduction

On March 15, 2017, the Tenant submitted an Application for Dispute Resolution asking to cancel a Notice to End Tenancy dated March 14, 2017, (the 1 Month Notice).

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

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.

### Issues to be Decided

- Does the Landlord have cause to end the tenancy?
- Should the 1 Month Notice be cancelled?

### Background and Evidence

The Landlord served the Tenant with a Notice To End Tenancy dated March 14, 2017.

The Landlord selected the following reasons for ending the tenancy:

- *Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord.*
- *Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written Notice to do so*

The Landlord testified that this is the first time she has issued a notice to end tenancy for cause in 14 years.

The Landlord issued the 1 Month Notice using a notice to end tenancy form dated November 2005.

The Residential Tenancy Policy Guideline # 18 Use of Forms states if a Landlord has served the old, single sheet Termination Notice, and seeks an order of possession based on that notice, the arbitrator will require the Landlord to serve the notice to end tenancy in the form required by the legislation. If a Tenant applies to set aside this old version of the notice, that application will be granted.

### Analysis

Based on the evidence and testimony before me, I make the following findings:

The Landlord used an old version of a notice to end tenancy. Therefore, I cancel the Notice to End Tenancy dated March 14, 2017. If the Landlord wishes to end the tenancy the Landlord is required to use the current form available from the Residential Tenancy Branch.

The Tenant's application is successful. The Notice to End Tenancy dated March 14, 2017, is set aside. I order the tenancy to continue until ended in accordance with the Act.

### Conclusion

The Tenant's application is successful. The Notice to end tenancy dated March 14, 2017 is cancelled.

The tenancy will continue until ended in accordance with the Act.

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 19, 2017

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Residential Tenancy Branch