



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, FF

### Introduction

This hearing dealt with an Application by the Landlord for an Order of Possession based on a 1 Month Notice to End Tenancy for Cause.

The Landlord attended the teleconference hearing. The Tenant did not attend. During the hearing the landlord was given the opportunity to provide affirmed testimony.

As the Tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing and the Landlord's Application for Dispute Resolution (collectively referred to as the "Notice of Hearing") was considered. The landlord testified that the Notice of Hearing was personally served on the tenant at the rental unit on August 5, 2014.

As to the 1 Month Notice to End Tenancy for Cause ("1 Month Notice"), the Landlord testified that he served the Tenant on June 25, 2014 for a move out date of the end of July. When the Landlord effective date of June 25, 2014 (as noted on the 1 Month Notice) was brought to the Landlord's attention, he testified he served the Tenant at the beginning of May 2014. He then stated that he served the Tenant on June 1 or June 2, 2014. Finally, he testified he served the Tenant when he returned from the Residential Tenancy Board office on August 1<sup>st</sup>.

The Landlord could not recall when he served the 1 Month Notice, which I note was undated. Furthermore, the Landlord's testimony was unclear with respect to the amounts paid by the Tenant towards rent, nor was he able to provide clear testimony with respect to the dates any such payments were made.

### Conclusion

The evidence is not clear as to when the Tenant was served with the 1 Month Notice. Accordingly, it is not possible to conclusively presume the Tenant has accepted the end of the tenancy. Furthermore, an undated 1 Month Notice to End Tenancy is not in the approved form as required by section 52 of the Act, and is therefore invalid.

The evidence was also not clear as to the amount of rent payable, or paid by the Tenant, and thus not possible to find that the Tenant was repeatedly late paying rent.

Accordingly, I dismiss the Landlord's application with 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: September 09, 2014

---

Residential Tenancy Branch

