



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR, MNR, MNSD

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent. The landlord also applied to retain the security deposit.

The notice of hearing was served on the tenant on August 05, 2014 by registered mail. Despite having been served the notice of hearing, the tenant did not attend the hearing. The tracking history indicates that the mail was “undeliverable”. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Did the landlord serve a valid notice to end tenancy on the tenant? Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover unpaid rent and to retain the security deposit?

### **Background and Evidence**

The tenancy started on May 12, 2014. The monthly rent is \$300.00 payable on the first of each month. The rental unit is a one bedroom apartment. The landlord also lives in the same apartment building.

The landlord testified that on May 28, 2014, she served the tenant with a notice to end tenancy for landlord’s use of property. She also stated that she wanted to live in the property because it was bigger than the one she currently occupied. The landlord did not file a copy of the notice to end tenancy.

During the hearing, the landlord referred to a previous hearing that took place on July 23, 2014. A review of that decision indicates that this matter was already dealt with in that hearing. The tenant had applied to cancel the notice dated May 28, 2014 and was successful in his application.

The landlord also stated that the tenant paid rent by cheques that the bank did not accept because her name was not written on the cheque. The teller informed her that there was no way of knowing who the cheque was made out to. The landlord stated that since she has not received rent, she applied for an order of possession. The landlord confirmed that she had not served the tenant with a notice to end tenancy for non payment of rent.

The landlord did not use the approved form which is a two page form and contains information on what recourse the tenant has and what steps he must take if he wants the tenancy to continue.

### **Analysis**

Section 52 of the *Residential Tenancy Act* states that in order to be effective, a notice to end a tenancy must be in writing and when given by a landlord to a tenant, must be in the approved form.

In this case the landlord has not proven that she served the tenant with a proper notice to end tenancy for nonpayment of rent.

### **Conclusion**

The landlord's application is dismissed.

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: October 10, 2014

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Residential Tenancy Branch

