



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an Order of Possession for cause, pursuant to section 55;
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 19 minutes. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

Preliminary Issue – Service of Landlord's Application

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package ("Application") by way of posting to her door a few days after the Application was filed, probably around June 10 or 11, 2015. The landlord confirmed that RS, the landlord's employee, witnessed this service but RS did not testify at this hearing.

The landlord also confirmed that he had only submitted one page of a two-page 1 Month Notice to End Tenancy for Cause, dated April 27, 2015 ("1 Month Notice"), with his Application. The landlord stated that he only received one page of the notice back from the Residential Tenancy Branch ("RTB") when he filed his Application. The landlord testified that the tenant was served with the same Application package, which would only have had the one page from the 1 Month Notice. I questioned the landlord as to the reasons for issuing his 1 Month Notice, as he indicated that he originally had the full two pages of the notice before he filed his Application. The landlord indicated that he issued the notice because he sold his property and the tenant refused to vacate the rental unit. The landlord confirmed that he did not have the second page of the 1 Month Notice in front of him during this hearing.

Analysis – Service of Landlord's Application

I find that the landlord has failed to sufficiently demonstrate that the tenant was served in accordance with section 89(2) of the *Act*. The landlord could not recall the exact date of service of his Application.

Further, the landlord did not submit both pages of the 1 Month Notice to the RTB or the tenant, as part of his Application. Both pages are required to be served and the landlord did not have the second page of the notice in front of him during the hearing. The reason provided by the landlord for issuing the notice, regarding sale of the property, is not indicated on a 1 Month Notice.

For the above reasons, I am not satisfied that the tenant was served with the landlord's Application in accordance with section 89(2) of the *Act*. The landlord also failed to provide a copy of the full two-page 1 Month Notice, in accordance with Rule 3.1(e) of the RTB *Rules of Procedure*. At the hearing, I advised the landlord that I was dismissing his Application for an order of possession for cause, with leave to reapply. I also advised the landlord that I was dismissing his application to recover the \$50.00 filing fee without leave to reapply. I advised the landlord that he would be required to file a new application and pay another filing fee if he wished to pursue this matter.

Throughout this hearing and particularly when giving my oral reasons, the landlord became increasingly upset, repeatedly interrupted me and frequently raised his voice. I warned the landlord several times about his conduct during this conference and the fact that it was inappropriate. However, the landlord continued with the same behaviour, despite my warnings. After issuing my reasons and confirming the landlord's mailing information, I ended the conference.

Conclusion

The landlord's Application for an order of possession for cause, is dismissed with leave to reapply.

The landlord's Application to recover the \$50.00 filing fee is dismissed without leave to reapply. The landlord must bear the cost of this filing fee.

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: July 27, 2015

