



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNSD

Introduction

This was a hearing with respect to an application by the landlord for an order for possession and an order to retain the security deposit. The hearing was conducted by conference call. The landlord and the tenant called in and participated in the hearing.

Issue(s) to be Decided

Should the landlord be granted an order for possession?
Is the landlord entitled to retain the security deposit?

Background and Evidence

The rental unit is an apartment in Kelowna. There is no written tenancy agreement. I was informed at the hearing that the original tenant was J.R. Approximately one month after he moved into the rental unit the tenant, who is his girlfriend, moved in with him.

The landlord said that he served the tenant with a Notice to End Tenancy for cause on May 31, 2015 because she was intoxicated and caused a disturbance.

The landlord provided a copy of the Notice to End Tenancy. The copy consisted of one page only. The reverse side of the Notice to End Tenancy was blank. It did not state any reason for ending the tenancy and did not set out any information for the tenant. At the hearing the tenant acknowledged that she received the Notice to End Tenancy. She said the copy that was given to her on May 31, 2015 consisted of one page only and had no reverse page or second page.

The landlord said at the hearing that he was seeking to end the tenancy with respect to this tenant only and not with respect to her co-tenant, J.R., who was not named in the application.

Analysis

The Notice to End Tenancy served by the landlord was defective and incomplete because it did not contain a second page. I find that the Notice to End Tenancy is therefore void and of no effect. The landlord's application for an order for possession is dismissed and the tenancy will continue until ended in accordance with the *Residential Tenancy Act*.

There is no basis for the landlord's claim to retain the security deposit and this claim is denied.

The landlord is free to serve another Notice to End Tenancy provided that he has reasonable grounds for giving the Notice. The landlord must ensure that the complete form of Notice to End Tenancy is served on the tenants and that a complete copy of the document is submitted as evidence to the Residential Tenancy Branch.

The landlord is cautioned that he may not seek to end the tenancy of one of two co-tenants occupying the rental unit under the same tenancy agreement. A Notice to End Tenancy will operate to end the tenancy for all occupants of the rental unit.

Conclusion

The landlord's application has been dismissed. He is at liberty to serve another Notice to End Tenancy and make another application for dispute resolution based on the new Notice to End Tenancy.

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 22, 2015

Residential Tenancy Branch

