



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF

Introduction

On March 1, 2016, the Landlord submitted an Application for Dispute Resolution requesting that an order of possession be granted based on a 1 Month Notice to End Tenancy for cause due to the tenant being repeatedly late paying rent, and requesting to recover the filing fee for the Application under the *Residential Tenancy Act* (“the Act”)

The matter was set for a conference call hearing at 11:00 a.m. on this date. 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 evidence orally and in written and documentary form, and make submissions to me.

Background and Evidence

The Landlord testified that he hand delivered a copy of the Notice To End Tenancy (“the Notice”) to the Tenant on February 5, 2016. The Landlord’s evidence submitted in support of his application did not include a copy of the Notice. The Landlord testified that he used the proper form and that it was signed and dated.

The Tenant testified that she received the Notice to end tenancy; however, it was given to her on a different date, and the second page of the Notice was completely blank. The Notice did not provide a reason for the one month Notice to end the tenancy.

Analysis

Section 52 of the Act requires that in order to be effective, a Notice to end a tenancy must be in writing and must state the grounds for ending the tenancy, and be in the approved form.

After considering the testimony of both parties and the evidence before me, I am not satisfied that the Landlord issued an effective Notice to the Tenant. The parties gave conflicting testimony on the date the Notice was served and the Landlord failed to provide a copy of the Notice served. I note that the information provided on page two of the Landlord's Application for Dispute Resolution states that when the dispute involves a Notice To End Tenancy, the Notice must be submitted to the Residential Tenancy Branch. For these reasons I dismiss then Landlord's application.

As the legitimacy of the Notice has not been proven, the Landlord was cautioned that he may want to consider issuing a new Notice. In the meantime, the tenancy continues until ended in accordance with the Act.

Conclusion

The Landlord had insufficient evidence regarding the form and content of the Notice served. The Landlord's Application is dismissed 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: April 19, 2016

Residential Tenancy Branch