



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

OLC, O

### Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for an Order requiring the Landlord to comply with the *Residential Tenancy Act* (*Act*) or the tenancy agreement and for “other”.

The Tenant stated that on May 27, 2016 the Application for Dispute Resolution, the Notice of Hearing, and one document the Tenant submitted with the Application were personally served to the Landlord. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Act*; however the Landlord did not appear at the hearing.

### Issue(s) to be Decided:

Is there a need for an Order requiring the Landlord to comply with the *Act*?

### Background and Evidence:

The Tenant stated that the Landlord served him with a letter, dated March 30, 2016, in which the Landlord advised the Tenant the tenancy was ending. The Landlord submitted a copy of this letter as evidence.

The Tenant wishes confirmation that this letter does not serve to end the tenancy.

### Analysis:

A landlord may end a tenancy for any of the reasons outlined in section 46, 47, and 48 of the *Act*. In the event the Landlord wishes to end a tenancy pursuant to these sections the Landlord must serve the Tenant with a Notice to End Tenancy that complies with section 52 of the *Act*.

Section 52 of the *Act* stipulates that to be effective, a notice to end a tenancy must be in writing and must:

- be signed and dated by the landlord or tenant giving the notice,
- give the address of the rental unit,
- state the effective date of the notice,
- except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- when given by a landlord, be in the approved form.

I find that the letter dated March 30, 2016 does not comply with section 52 of the *Act* as it is not in the approved form. Section 10(1) of the *Act* stipulates that the director may approve forms for the purposes of the *Act*. Section 10(2) of the *Act* stipulates that deviations from an approved form that do not affect its substance and are not intended to mislead does not invalidate the form used.

In these circumstances I find that the letter used by the Landlord significantly deviates from any of the forms for ending a tenancy that are approved by the director. The letter is missing many important pieces of information, not the least of which is the information regarding how the Tenant can dispute the Landlord's attempt to end the tenancy.

As the letter dated March 30, 2016 does not comply with section 52 of the *Act*, I find that this letter does not serve to end this tenancy. I do not find it necessary to issue an Order requiring the Landlord to comply with the *Act*; however the Landlord will be unable to end this tenancy until she ends it in a manner that complies with the legislation.

Conclusion:

This tenancy shall continue until it is ended in accordance with the *Act*.

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: June 27, 2016

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Residential Tenancy Branch