



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, O

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the landlord and her translator only. I note the original hearing was scheduled for June 16, 2016 based on the tenant's Application for Dispute Resolution.

Due to technical difficulties with the conference call system on the date of the original hearing this hearing was scheduled. Both parties were informed on June 16, 2016 of the new date and time of the new hearing by phone message. Both parties were sent hearing documents directly from the Residential Tenancy Branch by mail.

In addition, on June 16, 2016 a copy of the hearing documents was sent to a local Service BC office for the tenant/applicant. In addition, on June 21, 2016 a copy of the hearing documents was sent to the tenant's advocate at the tenant's request.

Based on all of the above, I find the tenant was sufficiently aware of the hearing for her Application for Dispute Resolution.

I note that Section 55 of the *Residential Tenancy Act (Act)* requires that when a tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a landlord I must consider if the landlord is entitled to an order of possession if the Application is dismissed and the landlord has issued a notice to end tenancy that is compliant with the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Section 55 of the *Act*.

Should the tenant be unsuccessful in seeking to cancel the 1 Month Notice to End Tenancy for Cause it must also be decided if the landlord is entitled to an order of possession pursuant to Section 55(1) of the *Act*.

### Background and Evidence

The tenant submitted into evidence a copy of a 1 Month Notice to End Tenancy for Cause dated May 3, 2016 with an effective vacancy date of June 1, 2016 citing the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord and seriously jeopardized the health or safety or lawful right of another occupant or the landlord and the tenant has failed to pay a security or pet damage deposit within 30 days as required by the tenancy agreement.

The notice does not identify who the tenant is or what the address of the rental unit is in any part of the notice.

### Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- a) The tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;
- b) The tenant or a person permitted on the residential property by the tenant has
  - i. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property, or
  - ii. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

In the absence of the applicant tenant to present her case I dismiss this Application for Dispute Resolution without leave to reapply.

Section 47(3) requires that a notice given under Section 47 must comply with the form and content requirements set forth in Section 52. Section 52 of the *Act* requires that any notice to end tenancy issued by a landlord must be signed and dated by the landlord; give the address of the rental unit; state the effective date of the notice, state the grounds for ending the tenancy; and be in the approved form.

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I find the 1 Month Notice to End Tenancy for Cause issued by the landlord on May 3, 2016 does not comply with the requirements set out in Section 52, specifically the Notice does not give the address of the rental unit.

Section 55(1) of the *Act* states that if a tenant applies to dispute a landlord's notice to end tenancy and their Application for Dispute Resolution is dismissed or the landlord's notice is upheld the landlord must be granted an order of possession if the notice complies with all the requirements of Section 52 of the *Act*.

As I have found that the Notice issued on May 3, 2016 does not comply with the requirements of Section 52, I find the landlord is not entitled to an order of possession.

### Conclusion

The tenant's Application has been dismissed without leave to reapply, however, as the Notice was not compliant with Section 52 I order the tenancy continues in full force and effect.

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 30, 2016

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Residential Tenancy Branch