



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Regent Hotel
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy (the “Notice”) - Section 46.

The matter was set for a conference call hearing at 10:30 a.m. on this date. The line remained open while the phone system was monitored for ten minutes. The only participant who called into the hearing during this time was the Landlord who was ready to proceed. The Tenant failed to attend to present their claim. In the absence of the Tenant who made the application, I dismiss this claim without leave to reapply.

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides that a notice to end tenancy from a landlord must be in writing and 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.

While the Notice sets out the Tenant's address for the purpose of serving the Notice, it does not set out the same or the full address of the rental unit that the Tenant must move out from. As a result I find that the Notice does not comply in form and content and I decline to award an order of possession.

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

Residential Tenancy Branch