



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC OPB FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an Order of Possession for Cause and/or Breach of a material term of the tenancy agreement pursuant to section 55 and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. The tenant confirmed receipt of the landlord's materials as well as the Notice of Hearing.

### Preliminary Issue: Provision of Notice to End Tenancy

This tenancy began on February 1, 2014 with a subsidized rental amount. The landlord continues to hold a security deposit paid by the tenant at the outset of the tenancy. The landlord testified that, since the outset of this tenancy (with some minor exceptions), the tenant has caused disruption to other tenants and generally not followed the rules of the residence.

The landlord issued a 1 Month Notice to End Tenancy for Cause ("1 Month Notice"). The landlord submitted the first page of the 1 Month Notice to End Tenancy however the landlord did not submit a copy of the second (or "back") page of the 1 Month Notice. The second or back page of the Notice contains the grounds on which the landlord relies to end the tenancy. The landlord refers in the Application for Dispute Resolution to significant interference or disturbance of other tenants as well as creating serious jeopardy to the health, safety and unlawful right of other tenants, to putting the landlord's property at risk and to engaging in illegal activity. The landlord also wrote, in the application for dispute resolution, that the tenant has breached a materials term of the tenancy agreement.

### Analysis

Section 68 of the Residential Tenancy Act discusses the requirements for a Notice to End Tenancy within the Dispute Resolution Hearing process,

**68** (1) If a notice to end a tenancy does not comply with section 52 [*form and content of notice to end tenancy*], the director may amend the notice if satisfied that

- (a) the person receiving the notice knew, or should have known, the information that was omitted from the notice, and
- (b) in the circumstances, it is reasonable to amend the notice.

(2) Without limiting section 62 (3) [*director's authority respecting dispute resolution proceedings*], the director may, in accordance with this Act,

- (a) order that a tenancy ends on a date other than the effective date shown on the notice to end the tenancy, or
- (b) set aside or amend a notice given under this Act that does not comply with the Act.

In this case, the landlord has supplied only 1 of 2 pages of the Notice to End Tenancy. I find that the tenant was not sophisticated enough to determine whether he had been provided with a second page however I also find that a second page was not submitted to the Residential Tenancy Branch in consideration of the landlord's application and this hearing. Given that the landlord relies on several grounds to end tenancy, I find that the tenant/respondent would not have known the information that was omitted.

Generally, pursuant to paragraph 59(2)(b), an application of dispute resolution must include the full particulars of the dispute that is to be the subject of the dispute resolution proceedings. In this case, the landlord has not merely omitted or described in error a date on the notice or misspelled a name: the landlord has failed to provide the grounds upon which the landlord relies to end the tenancy. Nor has the landlord merely failed to provide detail that can be further explored at the hearing. In this case, I find that the error is too great and the consequences too severe to allow the landlord's application. In the circumstances, I dismiss the landlord's application for an order of possession.

As the landlord has not been successful, I find that the landlord is not entitled to recover the filing fee for this application.

Conclusion

I dismiss the landlord's application in its entirety.

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: September 13, 2016

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Residential Tenancy Branch