



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      OPR

### **Introduction**

This is the Landlord's Application for Dispute Resolution seeking an order of possession.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

It was determined that the Landlord served the Tenants with his Notice of Hearing package and documentary evidence on August 28, 2016.

### **Issue(s) to be Decided**

Is the Notice to End Tenancy for Unpaid Rent issued August 14, 2016 (the "Notice"), a valid notice to end the tenancy?

### **Background and Evidence**

This tenancy began on July 1, 2015. Rent is \$1,200.00 per month, due on the first day of each month. The Tenants paid a security deposit in the amount of \$600.00.

The Tenants testified that they received the Notice on August 14, 2016, and that they paid the outstanding rent on October 11, 2016.

The Tenants stated that they did not receive page 2 of the Notice, and was unaware how to dispute it, or that they would be found to be conclusively presumed to have accepted that the tenancy ended if they did not pay the outstanding rent within 5 days. The Landlord testified that the Tenants have been late paying rent twice.

## **Analysis**

The Landlord provided a copy of page one of the Notice in evidence. He did not provide a copy of page two. Therefore, on the balance of probabilities, I find that the Landlord did not serve the Tenants with both pages of the Notice. Furthermore, the onus is on a landlord to provide sufficient evidence that a tenancy should end.

Section 52 of the Act provides:

### **Form and content of notice to end tenancy**

**52 In order to be effective**, a notice to end a tenancy must be in writing and **must**

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

[emphasis added]

Page 2 of a notice to end tenancy has information for tenants and landlords, including instructions for how a tenant may dispute the notice and what happens if the tenant does not pay the rent or dispute the notice within 5 days of being served. In this case, I find that the Landlord did not give the Tenants the Notice in approved form, because page two was not included with the Notice. Therefore, I find that the Notice is not an effective notice to end the tenancy. The Notice is cancelled and the tenancy will continue until it is ended in accordance with the provisions of the Act.

The Tenants were cautioned that the Landlord is entitled to rent on the date that it is due and that any further late payments might result in an end to their tenancy.

## **Conclusion**

The Landlord's Application is dismissed. The Notice is cancelled. The tenancy will continue until it is ended in accordance with the provisions of 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: October 18, 2016

---

Residential Tenancy Branch