



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, OPL, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking an Order of Possession for cause and for breach of an agreement; and to recover the filing fee from the tenants for the cost of the application.

The landlord and both tenants attended the hearing, and the landlord gave affirmed testimony.

Issue(s) to be Decided

Is the landlord entitled under the *Residential Tenancy Act* to an Order of Possession?

Background and Evidence

The landlord testified that this fixed term tenancy began on May 1, 2015 and expired on April 30, 2016 at which time the tenants were required to vacate the rental unit. A copy of the tenancy agreement has been provided and it states: "At the end of this fixed length of time the tenancy ends and the tenant must move out of the residential unit. If you choose this option, both the landlord and the tenant must initial in the boxes to the right." No initials appear in the boxes on the right, and the landlord testified that it was an oversight at the time the tenancy agreement was signed. The tenants still reside in the rental unit.

Rent in the amount of \$800.00 per month is payable on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$800.00 which is still held in trust by the landlord and no pet damage deposit was collected.

On July 30, 2016 the landlord served the tenants with a notice ending the tenancy, a copy of which has been provided. It is a letter addressed to the tenants dated July 30,

2016 and signed by the landlord stating that the tenancy will be terminated for cause effective August 30, 2016.

Analysis

The *Residential Tenancy Act* requires a landlord to use the approved form when ending a tenancy. Specifically, the law says:

Section 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.

(underlining added).

Since the landlord has not issued a notice to end the tenancy in the approved form, I cannot grant an Order of Possession in favour of the landlord, and the landlord's application is dismissed.

Conclusion

For the reasons set out above, the landlord's application is hereby dismissed.

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: November 25, 2016

Residential Tenancy Branch