



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes          OPC, FF

### Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution wherein the Landlord requested an Order of Possession based on a 1 Month Notice to End Tenancy for Cause issued on September 6, 2016 (the "Notice").

Both parties appeared at the hearing and were given a full opportunity to be heard, to present their affirmed testimony, to present their evidence orally and in written and documentary form, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, not all details of the respective submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matter

The Landlord submitted in evidence a copy of the Notice.

The Tenant C.D. testified that the Notice which he received on September 6, 2016 was not the same as the copy submitted in evidence by the Landlords. Specifically, he testified that the one he received did not have the Tenants' names filled in, nor did it have the address of the rental unit. He stated that he submitted nine pages of evidence, including a copy of the Notice he received to the local Service B.C. office on November 10, 2016. The Tenants' evidence was not before me at the hearing.

The Landlords' property Manager, S.S., confirmed that she received the Tenants' evidence.

S.S. further confirmed that the copy of the Notice which she submitted in evidence was not an accurate copy of the one served on the Tenants. Further, she testified that in fact, the Notice

which she served on the Tenants' was the same as the copy the Tenants submitted in evidence and that she mistakenly forgot to include the address of the rental unit and the names of the Tenants.

### Analysis

Section 52 of the *Residential Tenancy Act* mandates the form and content of a notice to end tenancy and reads as follows:

#### **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.

As the Notice fails to comply with section 52, it is ineffective. Accordingly, the Landlords' request for an Order of Possession is dismissed. As the Landlords have been unsuccessful, their request to recover the filing fee is similarly dismissed.

The Landlords are cautioned to ensure that evidence filed in support of any application they may make, or in response to any application made against them, is accurate, and if copies are made, copies of the original documents are provided.

### Conclusion

The Notice failed to indicate the address of the rental unit and the Tenants' names. It is ineffective pursuant to section 52 of the *Act*, and therefore the Landlords' request for an Order of Possession based on the Notice is dismissed. The Landlords' request to recover the filing fee is similarly 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: December 12, 2016

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Residential Tenancy Branch

