



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, O

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order of possession for breach of an agreement with the landlord, pursuant to section 55;
- an "other" remedy in the form of an order of possession based on a notice to end tenancy given by the tenant.

Due to an issue with evidence, the "first hearing" on January 3, 2017 was adjourned to allow the parties an opportunity to respond.

The tenant, the tenant's advocate (collectively the "tenant") and landlord's agent (the "landlord") attended both hearings. At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence.

The landlord clarified that he seeks an order of possession based on the tenant's notice to end the tenancy; therefore his application for an order of possession for breach of an agreement is dismissed without leave to reapply.

Issue(s) to be Decided

Is the landlord entitled to an order of possession based on a notice to end tenancy given by the tenant?

Background and Evidence

As per the testimony of the parties, the tenancy began on May 23, 2011 on a month-to-month basis. Rent in the amount of \$375.00 is payable on the first of each month. The tenant remitted a security deposit in the amount of \$187.50 at the start of the tenancy. The tenant continues to reside in the rental unit.

The landlord seeks an order of possession based on a notice to end tenancy issued by the tenant on August 23, 2016.

The tenant contends that he issued the August 23, 2016 notice to end tenancy because his wife had been barred from the building without reason, however this issue has since been rectified and he no longer seeks to end the tenancy. The tenant testified that his notice to end tenancy includes statements which indicate he would only vacate if the issue of his wife remained unresolved.

The parties provided a copy of the notice to end tenancy.

Analysis

Section 45 of the *Act*, enables a tenant to end a periodic tenancy by giving the landlord notice to end the tenancy. Pursuant to section 52 of the *Act*, a notice given by a tenant must be signed, dated, give the address of the rental unit and state the effective date of notice.

The notice provided by the tenant does not meet all of the requirements of section 52. Specifically the notice to end tenancy does not give the address of the rental unit. Based on the absence of an address and the ambiguity of the notice itself, I find the notice is not valid. Therefore I find the landlord is not entitled to an order of possession and the tenancy continues until it is ended in accordance with the *Act*.

Conclusion

The landlord's application for an order of possession is dismissed without leave to reapply and the tenancy continues until it is ended in accordance with 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: January 26, 2017

Residential Tenancy Branch