



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, OLC

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act*. (the *Act*), I was designated to hear this matter. This hearing dealt with the tenant's application to:

- cancel a Landlord's 1 Month Notice to End Tenancy For Cause ("1 Month Notice") pursuant to section 47 of the *Act*; and
- an order for the landlord to comply with the *Act*, by providing the tenant with a complete and proper form indicating their intentions, pursuant to section 62.

While the landlord attended the hearing by way of conference call, the tenant did not, although I waited until 9:10 A.M. in order to enable the Applicant to connect with this teleconference hearing scheduled for 9:00 A.M. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

Rule 10.1 of the Rules of Procedure provides as follows:

**10.1 Commencement of the hearing** The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

### Analysis

Section 55(1) of the *Act* reads as follows:

**55** (1) *If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,*

*(a) the landlord's notice to end tenancy complies with section 52{form and content of notice to end tenancy}, and*

*(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.*

Based on the 1 Month Notice entered into written evidence and the landlord's sworn testimony describing the document served on the tenant, I find that the landlord's 1 Month Notice does not comply with section 52 of the *Act*. Following the conclusion of the hearing, the landlord was contacted by an information officer with the Residential Tenancy Branch requesting a returned phone call or fax by 3:30 P.M. on the date of the hearing. This was done so that the landlord could be given a chance to submit the proper 1 Month Notice, if the incorrect 1 Month Notice was submitted in error by the Applicant. No call or fax was received by this deadline. Section 52 of the *Act* states –

**52** In order to be effective, a notice to end 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) **state the grounds for ending the tenancy,** and
- (e) when given by a landlord, be in the approved form.

As outlined below, I find that the landlord served the tenant with a notice that fails to comply with many of these requirements.

- 1) A discrepancy exists between the last name of the tenant on the 1 Month Notice and the name on the Tenant's Application for Dispute Resolution;
- 2) Two dates appear on the bottom left hand corner of the form, making it impossible to understand the date on which the form was signed by the landlord and the effective date of the notice;
- 3) The grounds for ending the tenancy are not present anywhere on the form;

- 4) The form is missing the bottom quarter of its first page; and
- 5) A 1 Month Notice to End Tenancy for Cause is a doubled sided form. The form presented by the tenant contains a blank second side.

Based on these facts, I find that the landlord's 1 Month Notice does not comply with section 52 of the *Act*. I find that this notice is of no force or effect and that the tenancy shall continue.

Analysis Section 62 – Requesting an Order for the Landlord to serve proper documents

The tenant indicated on her application for dispute resolution that she sought an order pursuant to section 62 of the *Act* for the landlord to comply with the *Act*. The tenant wrote on her application that she wanted the landlord to serve her with complete and proper forms indicating the landlord's future plans for the rental suite. As the tenant did not appear to provide testimony on this matter, this matter is dismissed.

Conclusion

The landlord's 1 Month Notice to End Tenancy for Cause is cancelled. This tenancy continues until ended in accordance with the *Act*.

The tenant's application pursuant to section 62 of the *Act* is 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: January 4, 2017

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Residential Tenancy Branch