



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

CNC, MNDC, MNR, MNSD, O, OLC, PSF

### **Introduction**

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

- cancel a Landlord's 1 Month Notice to End Tenancy For Cause ("1 Month Notice") pursuant to section 47 of the *Act*;
- a Monetary Order pursuant to section 67 of the *Act* as compensation for money owed and for the cost of emergency repairs made;
- an Order pursuant to section 62(3) of the *Act* directing the landlord to comply with the *Act*; and
- an Order pursuant to section 65 of the *Act* for the landlord to provide services or facilities.

While the landlord attended the hearing by way of conference call, the tenants did not, although I waited until 11:10 A.M. in order to enable the Applicant to connect with this teleconference hearing scheduled for 11:00 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.

As the tenants did not attend the hearing, I dismiss their application without leave to reapply.

### **Analysis – 1 Month Notice**

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.*

- 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

The landlord testified that she issued a 1 Month Notice so her mother and grandfather could move into the rental unit. This is not a reason provided for cause by a 1 Month Notice pursuant to section 47 of the *Act*. Should the landlord wish for a close family member to occupy the rental unit, the landlord must issue a 2 Month Notice to End Tenancy ("2 Month Notice") as per section 49 of the *Act*. Based on the above reasons and because the landlord's 1 Month Notice did not comply with section 52 of the *Act*, I am unable to issue an Order of Possession in accordance with section 55(1) of the *Act* and the tenancy shall continue.

#### Conclusion

The tenants' application is dismissed without leave to reapply.

The landlord's 1 Month Notice to End Tenancy for Cause is cancelled. This tenancy continues until 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 12, 2017

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Residential Tenancy Branch