



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding More Than A Roof Housing
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing was convened in response to an application by the Landlord for an order of possession pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing (the “Materials”) by posting the Materials on the door of the rental unit on January 25, 2017 in accordance with Section 89(2)(d) of the Act. Given this evidence I find that the Tenant is deemed to have received the Materials three (3) days after the Materials were posted. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

The tenancy started on August 1, 2011. The Landlord provides rental subsidy and the subsidized rent of \$884.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$250.00 as a security deposit.

On December 21, 2016 the Landlord served the Tenant with a one month notice to end tenancy for cause (the “Notice”) by posting the Notice on the door. The reason set out on the second page of the Notice is that the Tenant breached a material term of the

tenancy agreement. No breach letter was given to the Tenant in advance of the service of the Notice.

Analysis

Section 47(1)(h) of the Act provides that a landlord may end a tenancy by giving notice to end the tenancy if, inter alia, the tenant

- (i) has failed to comply with a material term, and
- (ii) has not corrected the situation within a reasonable time after the landlord gives written notice to do so.

As the Landlord did not provide the Tenant with a letter giving notice of the failure to comply with a material term, I find, on the Landlord's evidence, that the Notice is not valid for ending the tenancy. I therefore dismiss the Landlord's application for an order of possession.

Conclusion

The application 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: February 15, 2017

Residential Tenancy Branch