



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, OPC

Introduction

This is an application brought by the Landlord(s) requesting an order of possession based on the notice to end tenancy for cause, and requesting recovery of the filing fee.

Small amount of documentary evidence and written arguments has been submitted by the applicant's prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

Both parties were affirmed

Issue(s) to be Decided

The issue is whether or not the applicants have established the right to an order of possession and recovery of their filing fee.

Background and Evidence

The applicants testified that, on March 19, 2017, the tenant was served with a one-month notice to end tenancy for cause.

The applicants further testified that they did not provide a copy of that notice with their application for dispute resolution, because they served the original on the tenant, and did not keep a copy.

The applicants further testified that they have provided a witnessed copy of the proof of service document, showing that they attached the notice to end tenancy to the door.

The respondent testified that he did receive a notice to end tenancy; however when he took the notice to the Residential Tenancy Branch to file a dispute, they told him the notice was not likely a valid notice, as the information on it was incorrect.

The respondent stated that he wishes to stay in the rental unit and requested the notice be canceled.

Analysis

If a landlord serves the notice to end tenancy on the tenant, it is the landlord's responsibility to meet the burden of proving that that notice complies with section 52 of the Residential Tenancy Act which states:

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,
- (e) when given by a landlord, be in the approved form.

In this case, since the landlord has failed to provide a copy of the notice to end tenancy, I have no way of knowing whether the notice complies with section 52 of the Residential Tenancy Act, and therefore the landlords have not met the burden of proving that the notice complies with section 52 of the Residential Tenancy Act.

Pursuant to section 62 of the Residential Tenancy Act, this application is dismissed.

Conclusion

The landlords request for an order of possession has been denied.

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: May 31, 2017

Residential Tenancy Branch