



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, OLC

Introduction

This hearing was convened in response to the Tenants' Application for Dispute Resolution, in which the Tenants applied to set aside a Notice to End Tenancy for Cause and for an Order requiring the Landlords to comply with the tenancy agreement or the *Residential Tenancy Act (Act)*.

The Tenant stated that on October 10, 2017 the Application for Dispute Resolution and the Notice of Hearing were personally served to the male Landlord. The male Landlord acknowledged receipt of these documents and acknowledged that he is represent the female Landlord during these proceedings.

On December 05, 2017 the Landlords submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was not served to the Tenants. As the evidence was not served to the Tenants, it was not accepted as evidence for these proceedings.

The Tenant stated that the Tenants did not submit any evidence to the Residential Tenancy Branch. I specifically note that a copy of the Notice to End Tenancy that is the subject of this dispute is not before me.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth during these proceedings.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

The Landlords and the Tenants agree that this tenancy began prior to the Landlords purchasing the rental unit on April 28, 2017 and that a One Month Notice to End Tenancy for Cause was personally served to the Tenants on September 15, 2017.

Neither the Landlord nor the Tenant had a copy of the One Month Notice to End Tenancy for Cause with them at the time of the hearing. They were, therefore, unable to accurately describe the Notice to End Tenancy to me.

Analysis

A landlord has the right to end a tenancy for any reason outlined by section 47(1) of the *Act*, providing the landlord serves the tenant with a notice to end tenancy that complies with sections 47(2) and 47(3) of the *Act*.

Section 47(3) of the *Act* stipulates that a notice to end tenancy served under this section must comply with section 52 of the *Act*.

Section 52 of the *Act* stipulates that to be effective a notice to end a tenancy must be in writing and must be signed and dated by the landlord or tenant giving the notice; give the address of the rental unit; state the effective date of the notice; except for a notice under section 45 (1) or (2), state the grounds for ending the tenancy; for a notice under section 45.1 be accompanied by a statement made in accordance with section 45.2, and when given by a landlord, be in the approved form.

As a copy of the Notice to End Tenancy that is the subject of this dispute was not accepted as evidence for these proceedings and neither party was in possession of the Notice at the time of the hearing, I find that I am unable to ascertain whether the Notice to End Tenancy that was served on September 15, 2017 complies with section 52 of the *Act*.

As the One Month Notice to End Tenancy was not accepted as evidence and the parties were unable to accurately describe that document, I find that I am unable to determine whether the Notice to End Tenancy should be set aside. I therefore dismiss the Tenants' application to set aside this Notice to End Tenancy, without leave to

reapply.

The Landlords retain the right to apply for an Order of Possession on the basis of this One Month Notice to End Tenancy, in which case the Tenants would have the right to argue that the Landlords did not have grounds to end the tenancy.

Conclusion

The Tenants' Application for Dispute Resolution is dismissed, without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: December 12, 2017

Residential Tenancy Branch