



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

Neither party attended at the appointed time set for the hearing, although I waited until 9:40 A.M. to enable them to participate in this hearing scheduled for 9:30 A.M.

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply

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 to the landlord an order of possession of the rental unit if

- (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.

In the absence of any evidence or submissions from the applicant, I order the tenant's application dismissed without liberty to reapply.

A copy of the 1 Month Notice was submitted by the tenant for this hearing. I note that the 1 Month Notice is not dated, as required by section 52(a) of the *Act*. Section 52(a) of the *Act* states that the notice must be “signed and dated by the landlord or tenant giving the notice”. On this basis I find that the 1 Month Notice is not valid, and the tenancy will continue until ended in accordance with the *Act*.

Conclusion

I dismiss the tenants’ application without leave to reapply. I find that the landlord’s 1 Month Notice is not valid. Accordingly the tenancy will continue 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 25, 2018

Residential Tenancy Branch