



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPITAL PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was scheduled to deal with a tenant's application to dispute a 1 Month Notice to End Tenancy for Cause ("1 Month Notice"). The landlord did not appear at the hearing. The tenant and the social worker appearing with the tenant were unable to provide details as to service of the hearing package upon the landlord. The tenant and the social worker also stated the landlord has withdrawn the 1 Month Notice.

Where a respondent does not appear at the hearing, the applicant bears the burden to prove the respondent was served with notification of the proceeding in a manner that complies with the Act. In this case, I was provided insufficient information to conclude the landlord was served with notification of this proceeding. It would also appear that the tenant's Application for Dispute Resolution was filed on October 12, 2017 which is more than 10 days after the tenant received the 1 Month Notice on September 29, 2017. I was not provided any "exceptional circumstances" that would permit me to grant an extension of time, as provided under section 66 of the Act. For these reasons, I dismiss the tenant's application.

Section 55(1) of the Act states that I must provide the landlord with an Order of Possession if the tenant's application to cancel a Notice to End Tenancy is dismissed and the Notice to End Tenancy meets the form and content requirements of section 52 of the Act. Accordingly, I must determine whether the landlord is entitled to an Order of Possession with this decision.

Issue to Determine

Is the landlord entitled to an Order of Possession?

Background and Evidence

The 1 Month Notice provided with the Application for Dispute Resolution is not signed by the landlord and the space for providing “details of cause” on page two of the 1 Month Notice was left blank.

Analysis

Section 52 of the Act requires that a Notice to End Tenancy be signed and dated by the person giving the Notice to End Tenancy. Section 52 also requires that a Notice to End Tenancy be given by a landlord be in the “approved form” and provide the reasons for ending the tenancy. The 1 Month Notice before me was not signed by the landlord. Although the 1 Month Notice is in the form approved by the Director, the space for providing the “details of cause” was left blank. The “details of cause” space is where the landlord is to provide details as to the reason(s) for ending the tenancy.

In light of the above, I find the Notice to End Tenancy before me is not sufficiently completed and does not meet the requirements of section 52 of the Act. Therefore, I do not provide an Order of Possession to the landlord with this decision.

Conclusion

The tenant’s Application for Dispute Resolution is dismissed. I do not provide the landlord with an Order of Possession having found the Notice to End Tenancy does not meet the form and content requirements of section 52 of 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 02, 2018

Residential Tenancy Branch