



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC LAT LRE

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47 of the *Act*,
- an Order that the landlord's right to enter be suspended or restricted, pursuant to section 70 of the *Act*, and
- authorization to change the locks, pursuant to section 31 of the *Act*.

The landlord, who was the respondent in this matter, appeared at the date and time set for the hearing of this matter. The tenant, who was the applicant in this matter, did not attend this hearing, although I left the teleconference hearing connection open until 9:57 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Dispute Resolution Proceeding. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

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 reapply.

Accordingly, in the absence of any evidence or submissions from the tenant in this matter, I order the tenant's application in its entirety dismissed without liberty to reapply.

Preliminary Issue – Amendment to the Tenant’s Application for Dispute Resolution

At the outset of the hearing, the landlord provided the spelling of her name. I noted that the landlord’s first name was incorrectly spelled on the tenant’s application. Pursuant to my authority under section 64(3)(c) of the Act, I amended the tenant’s application to correct the spelling of the landlord’s first name.

Preliminary Issue – Landlord’s Request for an Order of Possession

The landlord stated that she had received an email from the tenant’s legal counsel on July 11, 2018, advising her that the tenant was vacating the rental unit and ending the tenancy effective 11:59 p.m. that day. However, the landlord requested an Order of Possession for assurance that the tenancy had ended.

I note that section 55 of the *Act* requires that when a tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a landlord I must consider if the landlord is entitled to an order of possession if the tenant’s Application is dismissed and the landlord has issued a notice to end tenancy that is compliant with section 52 of the *Act*.

Section 52 of the *Act* provides that:

- 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,
 - (d.1) for a notice under section 45.1 [*tenant’s notice: family violence or long-term care*], be accompanied by a statement made in accordance with section 45.2 [*confirmation of eligibility*], and
 - (e) when given by a landlord, be in the approved form.

In the matter at hand, neither party submitted a copy of the One Month Notice to End Tenancy for Cause into evidence.

Although I have found that the tenant’s Application is dismissed, I am unable to find that the landlord is entitled to an Order of Possession pursuant to section 55 of the *Act*, as

the One Month Notice to End Tenancy for Cause was not submitted into evidence for my review to determine if it complied with the requirements of section 52 of the *Act*.

As the landlord acknowledged that she is not very familiar with the residential tenancy legislation requirements and processes, I informed her that she could contact the Residential Tenancy Branch to speak with an Information Officer or visit the Branch's website for information or assistance. The Information Officers at the Residential Tenancy Branch are accessible by telephone and email to provide assistance to both landlords and tenants regarding the process to be followed when a tenancy agreement is in dispute and the appropriate remedies available under the *Act*.

Issue(s) to be Decided

Should the landlord's One Month Notice to End Tenancy for Cause be cancelled? If not, is the landlord entitled to an Order of Possession?

Is the tenant entitled to an Order restricting the landlord's right to enter the rental unit?

Is the tenant entitled to an Order providing authorization to change the locks?

Conclusion

As noted above, I dismiss the tenant's application in its entirety, without leave to reapply. I have not considered the merits of the application.

The landlord's request for an Order of Possession pursuant to section 55 of the *Act* is declined as the landlord was unable to prove that the One Month Notice to End Tenancy for Cause complied with 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: July 27, 2018

Residential Tenancy Branch