



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 tenant's application pursuant to 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.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The landlord confirmed receipt of the tenant's dispute resolution application ('Application'). In accordance with section 89 of the *Act*, I find that the landlord was duly served with the Application. The tenant confirmed receipt of the landlord's evidentiary package. In accordance with section 88 of the *Act*, I find the tenant duly served with the landlord's evidence. The tenant did not submit any written evidence.

The tenant confirmed that he was personally served with a 1 Month Notice on November 1, 2018. Accordingly, I find the tenant duly served with the 1 Month Notice, pursuant to section 88 of the *Act*.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

The tenant applied to cancel a 1 Month Notice that was served to him on November 1, 2018. The landlord testified in the hearing that the tenant had changed the locks without his permission. Neither the tenant nor landlord submitted a copy of the 1 Month Notice for this hearing.

The landlord could not confirm the grounds for ending the tenancy indicated on the 1 Month Notice dated November 1, 2018.

The tenant indicated in the hearing that he would like more time to move out, but that he wanted to dispute the 1 Month Notice issued to him.

The landlord is seeking an Order of Possession.

Analysis

Section 47 of the *Act* allows a landlord to end a tenancy for cause.

Section 52 of the *Act* provides the following requirements requiring the form and content of notices to end tenancy:

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, and

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

As neither the landlord nor tenant submitted a copy of the 1 Month Notice for this hearing, I was unable to verify that the Notice complies with the requirements of section 52 of the *Act*. The tenant's application is allowed, and the 1 Month Notice dated November 1, 2018 is cancelled, and of no force or effect. The tenancy will continue until ended in accordance with the *Act* and tenancy agreement.

Conclusion

The landlord's 1 Month Notice to End the Tenancy dated November 1, 2018 is cancelled and of no continuing force or effect. This tenancy is to continue until ended in accordance with the *Act* and tenancy agreement.

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: December 18, 2018

Residential Tenancy Branch