



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MNDC ERP RR OLC

Introduction

This hearing was convened in response to an application to cancel a One Month Notice to End Tenancy For Cause (the Notice or Notice to End), purportedly with an effective date of May 31, 2019. The tenant further sought a monetary order, emergency repairs a rent reduction, and as well to recover the filing fee.

The applicant tenant was provided with a copy of the Notice of a Dispute Resolution Hearing dated May 03, 2019 after filing their application. The tenant, however, did not attend the hearing set for today at 11:00 a.m. The phone line remained open during the hearing for 15 minutes and was monitored throughout this time. The only party to call into the hearing was the respondent landlord. As a result, the tenant's application was preliminarily **dismissed**, without leave to reapply. The landlord testified the tenant still resides in the unit.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession?

Analysis

The tenant has failed to appear for a scheduled Dispute Resolution hearing and as a result their application to set aside a 1 Month Notice to End Tenancy for Cause has been dismissed. **Section 55** of the *Act* provides that if a tenant's application to dispute a 1 Month Notice to End for Cause is dismissed or the landlord's notice is upheld the landlord is entitled to an Order of Possession if the landlord's notice complies with Section 52 of the *Act*. In relevant part **Section 55** states as follows;

Order of possession for the landlord

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.

I find that the landlord's Notice to End for Cause does not comply with Section 52 of the Act. The sole version of the Notice to End was submitted by the landlord within their evidence and I find the following deficiencies with the Notice. The Notice is absent the date of issue, absent the name of the issuer of the Notice, absent the issuer's signature and absent any details of the cause for the Details of Cause(s). As a result of all the above I find the landlord's Notice is sufficiently deficient so as to invalidate it with the further results that the landlord is not entitled to an Order of Possession pursuant to Section 55 of the Act.

Conclusion

The tenant's application is dismissed in its entirety, without leave to reapply.

The landlord's is not entitled to an Order of Possession. The tenancy continues until it ends in accordance with the Act.

This Decision is final and binding.

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: June 10, 2019

Residential Tenancy Branch