Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

<u>Dispute Codes</u>   CNC, OLC

<u>Introduction and Analysis</u>

This hearing dealt with an Application for Dispute Resolution ("application") by the tenant seeking remedy under the *Residential Tenancy Act ("Act")* to cancel a 1 Month Notice to End Tenancy for Cause dated May 15, 2019 ("1 Month Notice") and for an order directing the landlord to comply with the *Act,* regulation or tenancy agreement.

The tenant was provided with a copy of the Notice of a Dispute Resolution Proceeding dated May 28, 2019. The tenant; however, did not attend the teleconference hearing set for this date, Tuesday, July 9, 2019 at 11:00 a.m. Pacific Time. The phone line remained open for 19 minutes and was monitored throughout this time. The only person to call into the hearing was the respondent landlord who indicated that they were ready to proceed. I have confirmed that file records support that the tenant did not make any attempt to cancel the hearing in advance.

Following the ten minute waiting period, the application of the tenant was **dismissed <u>without leave to reapply</u>** as the tenant failed to attend the hearing to present the merits of their application or at the very least cancel their scheduled hearing in advance of the hearing. The landlord did attend the hearing and was ready to proceed.

Section 55 of the *Act* applies and states:

> **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.

[Emphasis added]

Based on the above, I have reviewed the 1 Month Notice to consider whether it complies with section 52 of the *Act*. Section 52 of the *Act* applies and states:

Form and content of notice 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.**

[Emphasis added]

I find that the 1 Month Notice does not comply with section 52 of the *Act* as the landlord neglected to fill out the "Details of Dispute" section of the 1 Month Notice on page 2, which would provide the tenant with the specific details being alleged above. As a result, I find that the 1 Month Notice was not completed in full and is therefore not in the approved form, and I do not grant the landlord an order of possession as a result. I find the 1 Month Notice is of no force or effect as it does not comply with section 52 of the *Act.*

Based on the above, the tenancy shall continue until ended in accordance with the *Act.* The landlord is at liberty to serve a new 1 Month Notice that does comply with section 52 of the *Act* and is completed in full.

Conclusion

The tenant's application is dismissed without leave to reapply.

As the 1 Month Notice does not comply with section 52 of the *Act,* I do not grant an order of possession to the landlord.

The landlord is at liberty to serve a new 1 Month Notice on the tenant. The tenancy shall continue until ended in accordance with the *Act.*

This decision will be emailed to both parties.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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 9, 2019

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Residential Tenancy Branch