



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Veterans Memorial Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held on September 30, 2019. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession based on a One Month Notice to End Tenancy for Cause

The Landlord provided testimony at the hearing. The Tenant did not attend the hearing.

The Landlord testified that he sent the Notice of Hearing along with supporting documentary evidence by registered mail on August 14, 2019. The Landlord provided tracking information to support service. Pursuant to sections 88 and 90 of the *Act*, documents served in this manner are deemed to be received 5 days later. I find the Tenant is deemed to have received the Notice of Hearing on August 19, 2019.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue to be Decided

- Is the landlord entitled to an order of possession under the *Act*?

### Background and Evidence

The Landlord testified that he served the Tenant with a One Month Notice to End Tenancy for Cause (the Notice), by posting a copy to the door of the rental unit on July 12, 2019.

The Notice indicates the reasons for ending the tenancy are:

*Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to:*

*[...]  
[no grounds selected under this subheading]*

Under the details of cause(s) section of the Notice, the Landlord indicated that the Tenant was caught stealing money [from the office].

### Analysis

Based on the testimony and documentary evidence, and on a balance of probabilities, I find:

Section 47 of the *Act* permits a landlord to end a tenancy for cause. A tenant who receives a notice to end tenancy for cause has 10 days after receipt to dispute it by making an application for dispute resolution. Failure to dispute the notice to end tenancy for cause in this period results in the conclusive presumption that the tenant has accepted the end of the tenancy. However, in order to obtain an order of possession based on this Notice, it must meet the form and content requirements under section 52 of the *Act*.

In this case, the Landlord issued the Notice on the bases indicated above. Based on the Landlord's testimony and evidence, I am satisfied that the Landlord served the Tenant with the Notice, by posting a copy to the door of the rental unit on July 12, 2019. Pursuant to sections 88 and 90 of the *Act*, documents served in this manner are deemed to be received 3 days later. I find the Tenant received the Notice on July 15, 2019.

After reviewing the Notice provided into evidence, I note that the Landlord has failed to indicate under which ground he is seeking to end the tenancy. I note the Landlord failed to select which of the 3 grounds he was proceeding with (under the illegal activity heading). As such, I find the Landlord has failed to properly complete the Notice, such that I could find it meets the form and content requirements under section 52 of the *Act*.

Section 52 of the Act specifies that the Notice must clearly indicate the ground under which the tenancy is ending. Although some explanation was provided, I find that by not properly filling out the Notice and clearly selecting a ground, it impacted the Tenant's ability to understand and respond to the Notice. I find the Notice does not meet the form and content requirements under section 52 of the Act. As such I cancel it, and it is of no force or effect.

I have made no findings on the merits of the Notice, and if the Landlord wishes to pursue eviction, he is entitled to issue a new Notice, such that it complies with section 52 of the Act.

### Conclusion

The Landlord's application based on the Notice issued on July 12, 2019, is dismissed, in full, without leave to reapply.

The Landlord must re-issue a valid Notice, should he decide to pursue eviction.

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: September 30, 2019

---

Residential Tenancy Branch