



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FFL

Introduction

This hearing was scheduled in response to the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order of possession for cause pursuant to section 47 and 55 of the *Act*.
- authorization to recover the filing fee for this application pursuant to section 72 of the *Act*.

The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified the tenant was served the Notice of Dispute Resolution together with the evidentiary package via Canada Post registered mail on March 20, 2020. I find that this satisfied the service requirements set out in sections 88 and 89 of the *Act*, and find the tenant was deemed to have received the documents in accordance with section 90 of the *Act* on March 25, 2020. Canada Post tracking number is listed on the first page of this decision.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:43 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m.

The landlord submitted a One Month Notice to End Tenancy dated February 22, 2020 which was posted on the tenant's door.

Section 52 - Non-compliance

In reviewing the documents and evidentiary material in relation to this application. The landlord submitted a copy of the One Month Notice which did not include the completed details of the second page. This page sets out the reasons for the issuance of the One Month Notice and provides details to the tenant. Based on the landlord's failure to submit full copies of the One Month Notice as evidence which includes the reasons for the notice, I am unable to verify that the Notice complies with the requirements of section 52 of the Act.

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,
 - (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.**

I therefore find that the One Month Notice as submitted by the landlord does not comply with section 52 of the Act. As a result, I cancel the landlord's One Month Notice dated February 22, 2020. The One Month Notice is of no force and effect. The tenancy shall continue until it is ended in accordance with the Act.

As the landlord has been unsuccessful in this application, I decline to award the reimbursement of the filing fee.

Conclusion

The landlord's One Month Notice to End Tenancy dated February 22, 2020 is cancelled and is of no force and effect. The tenancy shall continue until it is ended in accordance with 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: April 28, 2020