



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Wall Financial Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, PSF, OLC, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47;
- an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62;
- an Order to provide services or facilities required by the tenancy agreement or law, pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:10 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. The landlord's resident manager attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the resident manager and I were the only ones who had called into this teleconference.

The resident manager testified that the tenant personally served her with his application for dispute resolution on March 12, 2020. I find that the landlord was served in accordance with section 89 of the *Act*.

I note that section 55 of the *Act* requires that when a tenant submits an application for dispute resolution (the "application") seeking to cancel a notice to end tenancy issued by a landlord I must consider if the landlord is entitled to an order of possession if the

application is dismissed or the landlord's notice to end tenancy is upheld and the landlord has issued a notice to end tenancy that is compliant with the *Act*.

Preliminary Issue – Amendment

The resident manager testified that the rental address listed on the tenant's application for dispute resolution is incorrect. Pursuant to section 64 of the *Act*, I amend the tenant's application to state the correct address.

Issues to be Decided

1. Is the tenant entitled to cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47 of the *Act*?
2. Is the tenant entitled to an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62 of the *Act*?
3. Is the tenant entitled to an Order to provide services or facilities required by the tenancy agreement or law, pursuant to section 65 of the *Act*?
4. Is the tenant entitled to authorization to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*?
5. If the tenant's application is dismissed or the landlord's Notice to End Tenancy is upheld, and the Notice to End Tenancy complies with the *Act*, is the landlord entitled to an Order of Possession, pursuant to section 55 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the resident manager, not all details of her submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The resident manager provided the following undisputed testimony. This tenancy began on February 1, 2020 and is currently ongoing. Monthly rent in the amount of \$832.00 is payable on the first day of each month. A security deposit was not paid by the tenant to the landlord. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

The landlord testified that on February 27, 2020 a One Month Notice to End Tenancy for Cause with an effective date of March 31, 2020 (the "One Month Notice") was posted on the tenant's door. The tenant filed to dispute the One Month Notice on March 5, 2020.

On page two of the One Month Notice, the landlord did not select any of the listed reasons (grounds) for serving the One Month Notice. Under the section "details of cause", the landlord wrote "lease ends 31st of March".

The resident manager testified that the One Month Notice was served on the tenant because of conduct issues.

Analysis

Rule 7.1 of the Residential Tenancy Branch Rules of Procedure states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. Rule 7.3 states that if a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

Pursuant to the above, I dismiss the tenant's application for dispute resolution without leave to reapply.

Section 55 of the *Act* states that 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.

Section 52 of the *Act* states that 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 find that the One Month Notice does not meet the form and content requirement of section 52 of the *Act* because the landlord did not select a reason (ground) for ending the tenancy. The information supplied in the details of cause, is not a ground for ending the tenancy under section 47 of the *Act*. I therefore find that the landlord is not entitled to an Order of possession under section 55 of the *Act*.

Conclusion

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

The landlord is not entitled to an Order of Possession.

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 30, 2020

Residential Tenancy Branch