



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

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

- An order of possession pursuant to section 55 of the *Act*.

The hearing was conducted via teleconference and was attended by the landlord. No one was in attendance on behalf of the tenant. The landlord submitted documentary evidence that the tenant was served notice of this application and this hearing by registered mail on August 29, 2020. Canada Post tracking information was submitted in the landlord's evidence that shows the tenant signed for and accepted the notice of hearing package on September 1, 2020. Based on the submissions of the landlord, I find the tenant was duly served notice of this proceeding, and I therefore continued in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The landlord gave the following testimony. The tenancy began May 7, 2012. The current monthly rent is \$900.00. The landlord issued a One Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47 of the *Act* on July 24, 2020 by posting it on the tenants' door. The landlord issued the notice for the following reasons as outlined in their application:

"Locks on door changed and never gave a key to landlord. Unauthorized tenant moved in. Damage not repaired by tenant, broken windows, damaged locks & doors, flooring needs to be replaced, holes in wall. Tenant had fight with others in the unit which caused damage. Police attend on several occasions. Unauthorized renos - painted over oak kitchen cabinets and walls. Pet damage - carpeting is

gone. Ceiling tiles gone. Front door broken can't enter. Unauthorized grow-op in the basement."

Analysis

Sections 47 and 52 of the Act address the issue before me as follows:

Landlord's notice: cause

47 (3)A notice under this section **must comply** with section 52 [*form and content of notice to end tenancy*].

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.

The notice submitted by the landlord in their evidence for this hearing does not provide an effective date and was not signed or dated by the landlord, accordingly; I find that the notice does not comply with section 52 of the Act and is incomplete and therefore not valid. The One Month Notice to End Tenancy for Cause is set aside, it is of no force or effect.

The landlord has not been successful in this application.

Conclusion

The One Month Notice to End Tenancy for Cause, dated July 24, 2020 is set aside. The landlord's application is dismissed without leave to reapply.

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: October 08, 2020

Residential Tenancy Branch