



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: FFL OPC

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an Order of Possession for:

- an Order of Possession for cause, pursuant to section 55; and
- authorization to recover the filing fee for this application, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The tenant confirmed receipt of the landlord's application and evidence package. In accordance with sections 88, 89, and 90 of the *Act*, I find that the tenant duly served with the landlord's application package. The tenant did not submit any written evidence for this hearing.

Preliminary Issue – Validity of 1 Month Notice

The tenant testified in the hearing that the address on the 1 Month Notice is incorrect, and is not the address of the rental unit.

The tenant's rental address was confirmed in the hearing with both parties, and both parties confirmed that the tenant resides at a different address than the rental address on the 1 Month Notice.

Section 52 of the *Act* requires that the Notice complies with the *Act*, specifically, that the Notice 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) state the grounds for ending the tenancy, and (e) be in the approved form.

I find that the 1 Month Notice does not include the tenant's proper address, as is required by section 52(b) of the *Act*. As the 1 Month Notice does not comply with the

Act, I find the 1 Month Notice to be invalid. I, therefore, cancel the 1 Month Notice dated August 26, 2020. This Notice is of no force or effect. This tenancy is to continue until ended in accordance with the *Act*.

As the landlord was not successful with his application, I dismiss the landlord's application to recover the filing fee without leave to reapply.

Conclusion

I dismiss the landlord's entire application without leave to reapply.

As the 1 Month Notice dated August 26, 2020 does not comply with section 52(b) of the *Act*, the 1 Month Notice is cancelled, and is of no force or effect.

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: January 6, 2021

Residential Tenancy Branch