



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 49; and
2. An Order for the Landlord’s compliance - Section 62.

Preliminary Matter

The proceedings were scheduled for a conference call hearing at 9:30 a.m. on this date. The Arbitrator called in to the hearing at the scheduled time. The line remained open while the phone system was monitored for fourteen minutes. The only Party who called into the hearing during this time was the Landlord who was ready to proceed. It was confirmed that the correct call-in numbers and participant codes were provided in the Notice of Hearing to the Tenant. As the Tenants did not attend the hearing to pursue its application, I dismiss their application without leave to reapply.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The tenancy started on May 1, 2020. Rent of \$1,600.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$800.00 as a security deposit. On October 31, 2020 the Landlord gave the Tenants a letter dated October 31,

2020 as 30 days notice to end the tenancy for occupation by a family member (the "Notice"). The Landlord confirms that the Notice given to the Tenants was the handwritten letter.

Analysis

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content as required under Section 52 and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides 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, and
- (e) when given by a landlord, be in the approved form.

Given the Landlord's evidence that the Notice was not in the approved form, I find that the Notice is not effective to end the tenancy and that the Landlord is therefore not entitled to an order of possession.

Conclusion

The Tenants' application is dismissed.

The Notice is not effective to end the tenancy and 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 Act.

Dated: January 28, 2021

Residential Tenancy Branch