



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Atira Property mgmt  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      CNC

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on April 1, 2021. The Tenant applied to cancel a 1 Month Notice to End Tenancy (the Notice), pursuant to the *Residential Tenancy Act* (the Act).

The hearing was by telephone conference and began promptly, as scheduled, at 9:30 a.m. Pacific Time on April 1, 2021, as per the Notice of a Dispute Resolution Hearing provided to the Tenant. The line remained open while the phone system was monitored for 10 minutes and the only participant who called into the hearing during this time was the respondent Landlord who was ready to proceed. The Landlord testified that the Tenant is still occupying the rental unit, and she is still seeking to end the tenancy.

After the ten minute waiting period, the Tenant's application was **dismissed in full, without leave to reapply**.

Section 55 of the Act applies and states:

### **Order of possession for the landlord**

**55** (1) 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.**

[My emphasis added]

Under section 55 of the *Act*, when a Tenant's application to cancel a notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52, I must grant the Landlord an order of possession. Section 52 of the *Act* requires that any notice to end tenancy issued by a landlord must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

I find that the Notice issued by the Landlord does not meet the requirements for form and content. More specifically, the Notice is unsigned by the Landlord, and at the bottom of the Notice, where the Landlord was supposed to indicate which unit number the Notice pertained to, it is blank. The Landlord only put the address of the general building on this portion of the form, not the unit number. For these reasons, I find the Notice does not comply with section 52 of the *Act*, and I hereby cancel the Notice, issued January 8, 2021.

No order of possession will be issued and the tenancy continues at this time.

### Conclusion

I dismiss the Tenants' application without leave to reapply. However, no order of possession will be issued pursuant to section 55 of 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 01, 2021

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Residential Tenancy Branch