



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing was convened in response to an application by the Tenant for an order cancelling a notice to end tenancy pursuant to section 46 of the *Residential Tenancy Act* (the “Act”).

The Tenant did not attend the hearing that was scheduled for and started at 9:30 a.m. on this date and that lasted for 13 minutes. As the Tenant did not attend the hearing to pursue their claim, I dismiss their application without leave to reapply. The Landlords were given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The tenancy started in 2017. Rent of \$1,500.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$750.00 as a security deposit. On March 1, 2021 the Landlord served the Tenant with a notice to end tenancy for unpaid rent in the form of a letter. The Landlord did not use the approved form to end the tenancy. The Tenant disputed the letter. On March 12, 2021 the Landlord served the Tenant with another notice to end tenancy for unpaid rent on the approved form however the Tenant did not dispute this notice or amend its application to include a

dispute of this notice. The Landlord did not make its own application in relation to the March 12, 2021 notice. Although the Landlord noted in its evidence submission that the Tenant moved out of the unit the Landlord states that the Tenant is still in the unit.

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 and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act in relation to form and content 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.

Although the Tenant's application has been dismissed, the notice that the Tenant disputed is a letter and is not on the approved form required for a notice to be effective to end the tenancy. As a result, I am unable to grant the Landlord an order of possession on the letter notice under dispute herein. As the Tenant did not amend its application to include the dispute of the March 12, 2021 notice to end tenancy, I am unable to grant an order of possession on that notice. The Landlords are at liberty to make an application for dispute resolution to seek an order or possession based on the undisputed March 12, 2021 notice.

Conclusion

The application is dismissed.

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: June 10, 2021

Residential Tenancy Branch