



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GROUPE DENUX/ CASTERA
PROPERTIES and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL

Introduction

The landlord filed an Application for Dispute Resolution (the “Application”) on January 27, 2022 seeking an order of possession in line with a One Month Notice to End Tenancy for Cause (the “One-Month Notice”). Additionally, they seek the Application filing fee.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on April 29, 2022. In the conference call hearing I explained the process and offered the attending parties the opportunity to ask questions.

The Landlord submitted some pieces of documentary evidence for this hearing that the Tenant confirmed they received. The Tenant did not submit documentary evidence.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession in line with the One-Month Notice pursuant to s. 55 of the *Act*?

Background and Evidence

I have reviewed all documents before me. In relation to this issue, this consists of one-page handwritten note which allegedly was left under the manager’s door on February 4, 2022. That date occurs after the Landlord allegedly issued the One-Month Notice. There is also an email dated December 30, 2021 describing a “parking lot fiasco”; this also occurred after the Landlord issued the One-Month Notice. In their oral testimony,

the Landlord described incidents involving the Tenant's family member who stayed in the rental unit, then issuing the One-Month Notice on the basis of an unauthorized tenant.

The Tenant responded to these issues in the hearing, describing their relationship with the property manager.

Analysis

The *Act* s. 47 is the provision that deals with a landlord ending the tenancy for many different reasons. Here, the Landlord ostensibly issued the One-Month Notice reasons involving the Tenant's conduct, as it affects other rental units in the same building.

Regarding the validity of a notice to end tenancy, section 52 states:

- 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) . . . state the grounds for ending the tenancy,
 . . .and
 - (e) when given by a landlord, be in the approved form.

In this hearing, no copy of the One-Month Notice was submitted by the Landlord. Because of this, I cannot verify if the document is correct, containing the mandatory information that the *Act* specifies.

The *Act* requires that notices to end tenancy by the Landlord be in the approved form. The Landlord did not provide a copy of the One-Month Notice; therefore, I cannot verify this. The landlord has not met the burden of proof to show the One-Month Notice is valid; therefore, I cancel any One-Month Notice issued on December 22, 2021.

With the One-Month Notice cancelled, the tenancy will continue and there is no order of possession.

Conclusion

For the reason above, I order that the One-Month Notice issued on December 22, 2021 is cancelled. There is no order of possession issued to the Landlord for this reason. 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 s. 9.1(1) of the *Act*.

Dated: April 29, 2022

Residential Tenancy Branch