



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing was convened in response to an application by the Landlord for an order of possession pursuant to section 55 of the *Residential Tenancy Act* (the “Act”).

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution, notice of hearing and evidence (the “Hearing Package”) by posting on the unit door on August 5, 2022. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by posting, on the 3rd day after it is posted. Given the evidence of service I find that the Tenant is deemed to have received the Hearing Package on August 8, 2022. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy effective to end the tenancy?

Background and Evidence

The tenancy probably started in 2017. Rent of \$375.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected a security deposit of \$187.50. On June 28, 2022 the Landlord posted a one month notice to end tenancy for cause dated June 27, 2022 (the “Notice”) on the door of the unit. The Notice does not include any details of the reasons for the Notice and the Tenant was not given any details of the reasons for the Notice.

Analysis

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.

The approved form requires details to be included for the reasons for ending a tenancy. As this portion of the form was not completed and the Tenant was not given any notice of the details, I find that the Landlord did not serve the Tenant with a notice to end tenancy in the approved form. The Notice is therefore not effective to end the tenancy and is cancelled. The Landlord's application is dismissed without leave to reapply and the tenancy continues.

Conclusion

The 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 Section 9.1(1) of the Act.

Dated: September 08, 2022

Residential Tenancy Branch