



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for an Order of Possession for cause pursuant to section 55.

While the landlord's agent, SW, attended the hearing by way of conference call, the tenant did not. I waited until 9:41 a.m. to enable the tenant to participate in this scheduled hearing for 9:30 am. The landlord's agent was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord's agent and I were the only ones who had called into this teleconference.

The landlord was clearly informed of the RTB Rules of Procedure Rule 6.11 which prohibits the recording of a dispute resolution hearing. The landlord confirmed that they understood.

The landlord gave sworn testimony that on June 3, 2022, the landlord's Application for Dispute Resolution hearing package and evidence were sent to the tenant by way of registered mail. The landlord provided a tracking information in their evidentiary materials. In accordance with sections 88, 89, and 90 of the *Act*, I find the tenant deemed served with the landlord's application and evidence on June 8, 2022, five days after mailing. The tenant did not submit any written evidence for this hearing.

Preliminary Issue – Landlord's Notice to End Tenancy

The landlord provided a copy of the 1 Month Notice to End Tenancy for this hearing, which was served on the tenant on April 26, 2022 by way of posting the 1 Month Notice on the tenant's door.

The 1 Month Notice is signed, but not dated, and indicates an effective date of May 31, 2022. The landlord's agent appears to have taken over the file recently, and does not have knowledge of this missing information.

Section 52 of the *Act* provides the following requirements requiring the form and content of notices to end tenancy:

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) 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 1 Month Notice to End Tenancy provided to tenant by the landlord on April 26, 2022 does not comply with Section 52(a) as the Notice is not dated by the landlord. The 1 Month Notice is therefore invalid as it does not meet the form and contents requirements under the *Act*.

As the landlord's 1 Month Notice is clearly deficient, I find that the 1 Month Notice has no legal effect. Under these circumstances, I dismiss the landlord's application for an Order of Possession without leave to reapply. The 1 Month Notice that was served to the tenant on April 26, 2022 is cancelled, and the tenancy is to continue until ended in accordance with the *Act*.

Conclusion

I dismiss the landlord's application without leave to reapply. The Month Notice served on the tenant on April 26, 2022 is cancelled, and is of no legal force or effect. This tenancy is to continue until ended in accordance with 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: September 27, 2022