



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Satguru Enterprises Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

Tenant: CNC-MT
Landlord: OPC, FFL

Introduction

The Tenant filed an Application for Dispute Resolution on May 19, 2022 seeking to dispute to dispute a One Month Notice to End Tenancy for Cause (the “One-Month Notice”) that the Landlord delivered on May 1, 2022.

The Landlord filed an Application on June 1, 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 Residential Tenancy Branch joined the Landlord’s Application to that of the Tenant given that the matter concerned the same Tenant and the same tenancy.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on September 27, 2022. In the conference call hearing, I explained the hearing process and offered the attending party – the Landlord – the opportunity to ask questions.

The Landlord submitted they sent notice of their Application to the Tenant via registered mail; however, they submitted no proof of this. They stated this was “a long time ago” at the time of their Application.

Preliminary Matter – Tenant Application

The Tenant did not attend the hearing, although I left the teleconference hearing connection open until 11:25am to enable them to call in to this teleconference hearing scheduled for 11:00am. I confirmed the correct call-in numbers and participant codes were provided in the Notice of Hearing generated when the Tenant applied. I also confirmed throughout the duration of the call that the Tenant was not in attendance.

Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* provides that if a party or their agent fails to attend the hearing, an arbitrator may conduct the hearing in the absence of that party or dismiss an application without leave to reapply.

Additionally, the Landlord who attended the hearing stated they did not receive notice from the Tenant of their Application. This is required as per s. 59(3). With no evidence showing the Tenant served a copy of their Application to the Landlord within 3 days of receiving the Notice of Dispute Resolution Proceeding from the Residential Tenancy Branch.

I dismiss the Tenant's Application in its' entirety for this reason, without leave to reapply.

Background and Evidence

There were not documents submitted by either party for this hearing. Both the Tenant on their Application, and the Landlord on their Application noted that the Landlord issued a One-Month Notice on May 1, 2022. The Landlord spoke to the issues in the hearing, giving a description of the Tenant's guests causing problems with neighbouring residents, often with police attendance. There were broken doors and broken windows on the property because of the Tenant's guests.

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, s. 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, and the onus is on the Landlord to prove that their reasons for ending the tenancy are valid. With no evidence, I cannot verify if the document is correct, containing the mandatory information that

the *Act* specifies. The *Act* s. 55(1) allows for issuance of an order of possession only if s. 55(1)(a) is fulfilled, and this is the s. 52 compliance with the required form.

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 May 1, 2022.

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

Conclusion

As the applicant tenant did not attend to present their Application, I dismiss the Tenant's Application for a cancellation of the One-Month Notice, without leave to reapply.

For the reason above, I order that the One-Month Notice, purportedly issued on May 1, 2022, is cancelled. I issue no order of possession to the Landlord. I dismiss the Landlord's Application, 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: September 28, 2022

Residential Tenancy Branch