



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 11:15 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 11:00 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The landlord's agent D.M. testified that on July 7, 2022, she personally served the tenant with a copy of the Application for Dispute Resolution and Notice of Hearing and this was witnessed by a previous program manager.

Based on the above evidence, I am satisfied that the tenant was served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to section 89 of the Act. The hearing proceeded in the absence of the tenant.

Issues

Is the landlord entitled to an order of possession for cause?

Background and Evidence

The tenancy began April 13, 2021. The monthly rent is \$375.00 payable on the 1st day of each month.

The landlord testified that on June 1, 2022 the tenant was personally served with the One Month Notice. A copy of the One Month Notice was submitted as evidence by the landlord; however, the second page which reflects the grounds for ending the tenancy

was omitted. The landlord was advised of this during the hearing and provided with an opportunity to upload the missing page immediately following the hearing. By the end of the business day the missing page of the One Month Notice had not been submitted by the landlord.

Analysis

Section 47 of the Act contains provisions by which a landlord may end a tenancy for cause by giving notice to end tenancy. Section 47(3) requires that a notice must comply with section 52 [form and content of notice to end tenancy].

Section 52 of the Act states as follows:

Form and content of notice 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.

As the landlord did not submit a copy of the 2nd page of the One Month Notice, I am unable to verify if the notice stated the grounds for ending the tenancy as required.

The landlord's application for an order of possession is dismissed with leave to reapply.

Conclusion

The landlord's application is dismissed with 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 *Residential Tenancy Act*.

Dated: November 03, 2022

Residential Tenancy Branch