



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

A matter regarding GRAPPA INVESTMENT CORPORATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

The Tenant filed an Application for Dispute Resolution (the “Application”) on October 21, 2022 seeking an order to cancel the One Month Notice to End Tenancy for Cause (the “One-Month Notice”). The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on March 2, 2023. In the conference call hearing I explained the process and offered the attending party the opportunity to ask questions.

### Preliminary Matter – service of Notice of Dispute Resolution Proceeding to Landlord

The Tenant’s advocate attended the hearing, and they were provided the opportunity to present oral testimony and make submissions during the hearing. The Landlord did not attend the telephone conference call hearing.

To proceed with this hearing, I must be satisfied that the Tenant (via their advocate) made reasonable attempts to serve the Landlord with the Notice of Dispute Resolution Proceeding document for this hearing. This means the Tenant must provide proof that the document has been served using a method allowed under s. 89 of the *Act*, and I must accept that evidence.

The Tenant’s advocate set out how they served this notice to the landlord via registered mail on November 7, 2022. They provided an image of the complete package they sent to the Landlord containing all documentation from the Residential Tenancy Branch, as well as a copy of the One-Month Notice as evidence. They provided the tracking number for registered mail.

Based on the submissions of the Tenant, and the evidence in the form of images for each single page they disclosed to the Landlord, as well as the envelope and registered mail

tracking information, I accept they served the notice of this hearing in a manner complying with section 89(1)(c) of the *Act*. The hearing thus proceeded in the Landlord's absence.

### Issue(s) to be Decided

Is the Tenant entitled to a cancellation of the One-Month Notice?

Is the Landlord entitled to an Order of Possession of the rental unit, pursuant to s. 55 of the *Act*?

### Background and Evidence

The Tenant provided a copy of the One-Month Notice as evidence for this hearing. Page 1 of 3 of that document shows the Tenant name, the Landlord's name and signature, the effective date (November 30, 2022), and the grounds for ending the tenancy. This is the RTB-#33 form created for this purpose.

### Analysis

The *Act* s. 55 states, in part:

- 55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if:
- (a) the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy, and
  - (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

The *Act* 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, the Tenant provided a copy of the One-Month Notice. The copy does not include the address of the rental unit. I find this is required, to be precise on the ending of the tenancy, on all forms, and is specifically set out in s. 52. That is a strict requirement of s. 52.

Because the document does not meet the requirements of s. 52, the condition of s. 55(a) was not met here by the Landlord.

For these reasons, I order the One-Month Notice to be cancelled. I find the One-Month Notice, issued by the Landlord on October 13, 2022, does not comply with the requirement set out in s. 52(b).

### Conclusion

For the reason above, I order the One-Month Notice is cancelled and the tenancy remains in full force and effect.

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: March 02, 2023

---

Residential Tenancy Branch