



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding Atira Property Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

The Tenant filed an Application for Dispute Resolution (the “Application”) on April 6, 2023 seeking an order to cancel the One Month Notice to End Tenancy (the “One Month Notice”) for cause. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on July 13, 2023. In the conference call hearing I explained the process and offered each party the opportunity to ask questions.

The Tenant and the Landlord attended the hearing, and each was provided the opportunity to present oral testimony and make submissions during the hearing. The Landlord confirmed they received the Notice of Dispute Resolution Proceeding sent to them by the Tenant via registered mail. Neither party provided documentary evidence for this hearing.

Issue(s) to be Decided

Is the Tenant entitled to an order that the landlord cancel the One Month Notice?

If the Tenant is unsuccessful in their Application, is the landlord entitled to an Order of Possession of the rental unit?

Background and Evidence

I have reviewed all evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this section.

The Landlord presented that they issued the One-Month Notice on March 29, 2023. This was for the end-of-tenancy date for April 30, 2023. The Landlord described an incident of February 17, 2023 in which the Tenant assaulted another resident of the rental unit building. This involved the police attending and pursuing an investigation.

The Landlord in the hearing stated they had a copy of the end-of-tenancy notice in their possession at the other office. They did not have a copy on hand during this hearing.

The Tenant verified that they received an end-of-tenancy document; however, in the interim period they lost the document. The Tenant briefly explained that they were not the party accused of the assault based on the location of the incident.

Analysis

The *Act* s. 47 is the provision that deals with a landlord ending the tenancy for many different conditions. Here, the Landlord ostensibly issued the One-Month Notice for reasons involving the tenant's conduct. The specific reason for ending the tenancy, as indicated on the document, is not known.

In deciding on the end of tenancy, and whether the reasons for ending the tenancy are valid, the onus lies with the Landlord to provide ample proof that the reasons are valid. More basically, regarding the validity of the 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, the Landlord did not submit a copy of the One-Month Notice. Because of this, I cannot verify if the document is correct, containing the mandatory information that the *Act* specifies.

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 that One-Month Notice. It is of no legal effect.

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

Conclusion

For the reasons above, I order that the One-Month Notice issued on March 29, 2023 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: July 13, 2023

Residential Tenancy Branch