



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPC

Introduction

The hearing was convened in response to an Application for Dispute Resolution, in which the Landlord has applied for an Order of Possession for Cause.

The Agent for the Landlord stated that on May 08, 2015 the Application for Dispute Resolution and the Notice of Hearing were sent to the Tenant, via registered mail. She stated that these documents were returned to the Landlord on June 11, 2015.

On May 11, 2015 the Landlord submitted documents to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Agent for the Landlord stated that these documents were served with the Application for Dispute Resolution that was mailed on May 08, 2015.

The Agent for the Landlord stated that she personally served the Application for Dispute Resolution, the Notice of Hearing, and the documents the Landlord wishes to rely upon as evidence to the Tenant on June 11, 2015.

In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

Preliminary Matter

The Agent for the Landlord stated that a copy of the Notice to End Tenancy was submitted to the Residential Tenancy Branch on May 11, 2015 and was served to the Tenant by mail on May 08, 2015 and in person on June 11, 2015.

As evidence is occasionally lost by the Residential Tenancy Branch, I accept the Agent for the Landlord's testimony that the Notice to End Tenancy was submitted to the Residential Tenancy Branch on May 11, 2015. As I have concluded that the Notice was served to the Tenant as evidence for these proceedings, I find it appropriate to provide the Landlord with the opportunity to re-submit the Notice to End Tenancy to the Residential Tenancy Branch.

The Agent for the Landlord stated that she will fax the Notice to End Tenancy to the Residential Tenancy Branch at the conclusion of the hearing.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Background and Evidence

The Agent for the Landlord stated that this tenancy began on November 01, 2013 and that rent is due by the first day of each month.

The Agent for the Landlord stated that on April 21, 2015 a One Month Notice to End Tenancy for Cause was posted on the door of the rental unit, which declared that the Tenant must vacate the rental unit by May 31, 2015. She stated that she does not believe the Tenant has disputed this Notice to End Tenancy; that he has not yet vacated the rental unit; and that he paid his rent for June on a "use and occupancy" basis.

Analysis

In the absence of evidence to the contrary, I find that on April 21, 2015 a One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the *Act*, was posted on the door of the rental unit, which required the Tenant to vacate the rental unit by May 31, 2015.

Over one week has passed since the hearing on June 17, 2015 and I have not yet received a copy of the One Month Notice to End Tenancy for Cause. As the Agent for the Landlord stated that she was going to fax the document at the conclusion of the hearing and I have not yet received the document, I find it reasonable to conclude that the document has not been submitted.

Section 47 of the *Act* authorizes a landlord to end a tenancy for a variety of reasons by serving a tenant with a One Month Notice to End Tenancy for Cause. Section 52 of the *Act* stipulates to in order to be effective, a notice to end a tenancy must be in writing and must:

- be signed and dated by the landlord or tenant giving the notice;
- give the address of the rental unit;
- state the effective date of the notice;
- except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy; and
- when given by a landlord, be in the approved form.

As I have been unable to view the One Month Notice to End Tenancy for Cause, I am unable to determine whether it complies with section 52 of the *Act*. As I am unable to determine whether the Notice complies with section 52 of the *Act* and is, therefore,

effective, I am unable to grant the Landlord's application for an Order of Possession on the basis of that Notice to End Tenancy.

Conclusion

The Landlord's application for an Order of Possession is dismissed. The Landlord retains the right to serve the Tenant another One Month Notice to End Tenancy for Cause for any of the issues related to this Notice, as I have made no finding on the merits of the Landlord's grounds to end the tenancy.

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: June 25, 2015

Residential Tenancy Branch

