



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

On June 8, 2016, the Tenant submitted an Application for Dispute Resolution asking for more time to make an application and to cancel Notice to End Tenancy for Cause.

The Landlord attended the teleconference hearing; however, the Tenant did not. The phone line remained open and was monitored for ten minutes and the Tenant did not call into the hearing during this time.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Background

The Landlord testified that the tenancy began on December 18, 2015, as a month to month tenancy. Rent in the amount of \$800.00 is payable on the first of each month and a \$400.00 security deposit was paid by the Tenant to the Landlord.

The Landlord testified that she believes the issue with the Tenant has been resolved and she states that she is allowing the Tenant to stay in the rental unit if he deals with the parking issue and noise concerns. She states the Tenant told her that he will not be attending the hearing.

The Landlord testified that she gave the Tenant a notice to move out. She testified that the Notice to move out was not on a proper legal form.

Section 47 of the *Act* states that a notice to end tenancy must comply with section 52 of the *Act* [*form and content of notice to end tenancy*].

Section 52 of the *Act* states that 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.*

### Analysis

The Tenant applied for dispute resolution to dispute a notice to move out, but failed to appear at the hearing. Since the Tenant failed to appear, the Tenant's application is dismissed.

The Landlord did not issue the Tenant with a Notice to end tenancy in the proper form as required under section 52. The Notice issued by the Landlord is of no force or effect.

The tenancy continues until ended in accordance with the Act

### Conclusion

The tenancy continues until ended in accordance with the Act.

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: July 14, 2016

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Residential Tenancy Branch