



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF OPC

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an Order of Possession for Cause, pursuant to section 48 of the *Act*; and
- recovery of the filing fee from the tenant pursuant to section 65 of the *Act*.

Only the landlord attended the hearing by conference call. The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord gave undisputed testimony that a 1 Month Notice for Cause ("1 Month Notice") was given in person to the tenant on August 28, 2018. A copy of the 1 Month Notice provided by the landlord in his evidentiary package showed the date of the 1 Month Notice as being September 28, 2018. The landlord said he had inadvertently written the wrong date on the notice to end tenancy and offered his signed proof of service as evidence the notice was given on August 28, 2018. A review of this document showed conflicting dates. In the heading marked, "Service of Notice to End Tenancy", the landlord wrote, "The Notice was served at 2:40 P.M. on 28 day of September, 2018 to A.G.L." On the proceeding page, under the heading "Confirmation" the landlord noted hand delivery of the document was given on 28/08/2018 or August 28, 2018. The final area of the document marked "Signature – I confirm I served the *Notice to End Tenancy* in the way described on Page 1" was left blank and undated.

The landlord continued by explaining he served the tenant with his application for dispute and evidentiary package on September 26, 2018.

Analysis

Section 45 of the *Act* states as follows:

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 manufactured home site,
- (c) state the effective date of the notice,
- (d) state the grounds for ending the tenancy, and
- (e) be in the approved form.

I find the 1 Month Notice given to the tenant and submitted by the landlord as evidence does not state the effective date of the notice and therefore does not meet the requirements of Section 45 of the *Act*. While I have considered the landlord's undisputed testimony that the correct service date was August 28, 2018 not the September 28, 2018 date written on the notice, I find too many inconsistencies have arisen between the landlord's evidence and testimony. Specifically, the Proof of Service document is unsigned and contains conflicting dates for service. For these reasons I dismiss the landlord's application for an order of possession.

The landlord must bear the cost of his own filing fee.

Conclusion

The landlord's application for an Order of Possession is dismissed. The Notice to End Tenancy dated September 28, 2018 is dismissed. This tenancy shall continue until it is ended in accordance with the *Act*.

The landlord must bear the cost of his own filing fee.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: November 5, 2018

Residential Tenancy Branch