



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      CNC

### **Introduction**

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause ('1 Month Notice') pursuant to section 47.

While the landlord's agent VG ("landlord") attended the hearing by way of conference call, the tenant did not. I waited until 11:10 a.m. to enable the tenant to participate in this scheduled hearing 11:00 a.m. The landlord's agent was given a full opportunity to be heard, to make submissions and to call witnesses.

The landlord testified that the tenant was personally served with the 1 Month Notice on February 27, 2019. In accordance with sections 88 and 90 of the *Act*, I find that tenant duly served with the 1 Month Notice on February 27, 2019.

### **Issues**

Should the landlord's 1 Month Notice be cancelled?

If not, is the landlord entitled to an Order of Possession?

### **Background and Evidence**

The landlord testified that the tenant has been living at the rental suite for over 15 years. Rent is currently set at \$546.00 per month. The landlord is seeking the end of the tenancy as the tenant would leave the cooktop unattended. The tenant has been given a warning letter, but despite being warned the tenant continued to do so. The landlord received a complaint in January 2019 as well as February 2019 about the tenant's behaviour.

### **Analysis**

Rule 7.3 of the Rules of Procedure provides as follows:

### **7.3 Consequences of not attending the hearing**

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply

**Section 55(1)** of the *Act* reads as follows:

**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.

**In the absence of any submissions from the tenant in this hearing, I order the tenant's entire application dismissed without liberty to reapply.**

A copy of the 1 Month Notice was submitted by the landlord for this hearing. Section 52 of the *Act* states that the Notice 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.

The copy of the 1 Month Notice submitted by the landlord is not dated by the landlord giving the notice, and therefore does not comply with section 52 of the *Act*. The box indicating the date the notice was signed was not completed. Accordingly, the 1 Month Notice is invalid, and is cancelled. The 1 Month Notice served to the tenant on February 27, 2019 is of no force or effect, and the tenancy will continue until ended in accordance with the *Act*.

### **Conclusion**

I dismiss the tenants' entire application without leave to reapply. I find that the landlord's 1 Month Notice is invalid and fails to comply with section 52 of the *Act*. The 1 Month

Notice served to the tenant on February 27, 2019 is cancelled, and is of no force or effect. The tenancy will continue 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: May 2, 2019

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Residential Tenancy Branch