



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes CNC OLC

Introduction

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

- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 47;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;

The hearing was conducted by conference call. All named parties attended the hearing. The landlord confirmed service of the tenant's application.

Issues

Should the One Month Notice be cancelled or is the landlord entitled to an order of possession for cause?

Background and Evidence

The tenancy began in 2019. The current monthly rent is \$2225.00. The landlord stated the tenancy started with another person who since moved out and no written tenancy agreement was entered into with the current tenant. The landlord kept referring to the current tenant as "Sabrina". There was not anybody named "Sabrina" on this application or in this hearing.

The landlord testified that a One Month Notice dated October 1, 2019 was served on the tenant in person on this same date.

Neither party submitted a copy of the One Month Notice on file.

Analysis

Section 47 of the Act contains provisions by which a landlord may end a tenancy for cause by giving notice to end tenancy. Section 47(3) requires that a notice must comply with section 52 [form and content of notice to end tenancy].

Section 52 of the Act states as follows:

Form and content of notice to end tenancy

- 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) 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.

As the landlord did not submit a copy of the One Month Notice as evidence, I am unable to confirm if the One Month Notice is effective and in compliance with the form and content requirements of Section 52 of the Act.

The tenant's application to cancel the One Month Notice dated October 1, 2019 is therefore granted and this notice is hereby cancelled. I make no findings on the merits of the One Month Notice.

Conclusion

The One Month Notice dated October 1, 2019 is hereby cancelled.

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: November 08, 2019

Residential Tenancy Branch