



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, LRE

### Introduction

The Tenant filed an Application for Dispute Resolution (the “Application”) on January 24, 2022 seeking an order to cancel the 10-Day Notice to End Tenancy Issued for Unpaid Rent or Utilities, and for a restriction on the Landlord’s right to enter the rental unit. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on April 25, 2022. In the conference call hearing I explained the process and offered the attending party the opportunity to ask questions.

### Preliminary Issue – service of the Notice of Dispute Resolution

Only the Landlord attended the hearing, despite this being the Tenant’s Application. They confirmed they received notice of this hearing via the Residential Tenancy Branch, on their own inquiry, and had to contact the Residential Tenancy Branch to obtain a copy of the Notice of Dispute Resolution. The Landlord stated their intention to proceed with the hearing even though the Tenant did not advise directly of the hearing.

The Act s. 59 contains the provisions for starting proceedings in a dispute resolution: “. . . a person who makes an application for dispute resolution must give a copy of the application to the other party within 3 days of making it, or within a different period specified by the direct.”

The Act s. 89 gives the rules for service of the Notice of Dispute Resolution.

Additionally, the *Residential Tenancy Branch Rules of Procedure* that are crafted to ensure a fair process specify the documents to be served by the Applicant (here, the Tenant) to the Respondent (here, the Landlord). These are: the Notice of Dispute

Resolution Proceeding provided when applying; the Respondent Instructions for Dispute Resolution; a process fact sheet; and other evidence submitted by the applicant.

The Tenant did not provide a copy of the notice of dispute resolution proceeding – that document that is generated when a person applies for dispute resolution – to the Landlord. The Landlord confirmed this verbally in the hearing. The Tenant did not attend the hearing to rectify this. By the testimony of the Landlord, I find the Tenant did not give the required information to the landlord of this hearing date and time.

For this reason, I dismiss the Tenant's Application for a cancellation of the 10-Day Notice issued by the Landlord, as well as their request for a restriction on the Landlord's right of entry. I dismiss the Tenant's without leave to re-apply.

#### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession of the rental unit, pursuant to s. 55 of the *Act*?

#### Background and Evidence

The Landlord – who bears the onus to prove they have sufficient reason for ending the tenancy – provided evidence for this hearing 8 days prior to the hearing. This did not include a copy of the One-Month Notice. The Landlord submitted a copy of the One-Month Notice after the hearing concluded. They also included an image of the document taped to a window at the rental unit.

This document provides the amount of \$6,000 as rent owing on January 1, 2022, and \$492.43 as the utility amount owing on that same date.

The Landlord in the hearing spoke to the history of the issue. They described how they served the document to the Tenant on January 24, 2022.

#### Analysis

The *Act* s. 55 states, in part:

**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.

The *Act* s. 52 states:

**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) . . . state the grounds for ending the tenancy,  
. . . and
- (e) when given by a landlord, be in the approved form.

In this hearing, the Landlord submitted a copy of the 10-Day Notice. The copy does not include the Landlord's signature or the date of issuance. The Landlord included a photo of the document attached to the window of the rental unit. On close inspection I find this does not bear the signature or the date. In combination with the copy provided, I find the document was not dated or signed, and that is a strict requirement of s. 52.

Because the document does not meet the requirements of s. 52, the condition of s. 55(a) was not met here by the Landlord. I grant no Order of Possession for this reason, despite my dismissal of the Tenant's Application for a cancellation of the 10-Day Notice.

For these reasons, I order the One Month Notice to be cancelled. I find the One Month Notice, allegedly issued by the landlord on January 24, 2022 does not comply with the requirement set out in s. 52(a).

### Conclusion

For the reasons above, I order the 10-Day Notice is cancelled and the tenancy remains in full force and effect.

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

Dated: April 26, 2022

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Residential Tenancy Branch