



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Dispute Codes: CNL, OPL, OLC, MNDC, FF

Introduction

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present oral evidence, to cross-examine the other party, and to make submissions to me.

Issue(s) to be Decided

The issues in relation to the Landlord's application is whether the Landlord is entitled to an Order of Possession and to a monetary Order for money owed or loss under the *Residential Tenancy Act (Act)*, *Regulation* or tenancy agreement, pursuant to sections 55 and 67 of the *Act*.

The issues in relation to the Tenant's application is whether the Notice to End Tenancy served by the Landlord should be set aside, whether the Tenant is entitled to an Order requiring the Landlord to comply with the *Act*, and whether the Tenant is entitled to recover the filing fee from the Landlord for the cost of filing this Application for Dispute Resolution, pursuant to sections 49, 62 and 72 of the *Act*.

Background and Evidence

The Landlord and the Tenant agree that the Landlord served the Tenant with a Notice to End Tenancy for a Landlord's Use of Property that indicated the tenancy ended on October 01, 2008. The reason for ending the tenancy that was stated on the Notice, was that the rental unit will be occupied by the landlord or a close family member of the landlord. The Notice to End Tenancy is not signed or dated by the Landlord.

LL REQUEST FOR MNDC

TT request for Order to comply

FF for Tenant

Analysis

Section 49 of the *Act* authorizes the Landlord to end a tenancy for a variety of reasons.

Section 49(7) of the *Act* stipulates that a notice to end tenancy under this section must comply with section 52 of the *Act*. Section 52(a) of the *Act* stipulates that to be effective a notice to end tenancy must be signed and dated by the landlord or the tenant giving the notice.

In the circumstances before me I find that the Landlord did not sign or date the Notice to End Tenancy that was served on the Tenant. I therefore find that the Notice was not effective, as the Landlord did not comply with section 52(a) of the *Act*.

Conclusion

As the Notice to End Tenancy is not effective, I hereby cancel the Notice to End Tenancy served pursuant to section 49 of the *Act*, and I dismiss the Landlord's application for an Order of Possession.

LL MNDC
TT Order to comply
TT FF

Date of Decision: October 06, 2008
