



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

### Dispute Codes:

CNC

### Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant made application to set aside a Notice to End Tenancy for Cause.

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 relevant oral evidence, to ask relevant questions, and to make submissions to me.

### Issue(s) to be Decided

The issue to be decided is whether the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, should be set aside.

### Background and Evidence

The Agent for the Landlord and the Tenant agree that this tenancy began on May 01, 2007.

The Agent for the Landlord stated that she placed a Notice to End Tenancy for Cause thorough the mail slot in the door of the rental unit on May 30, 2009. The Tenant does not dispute that he received this Notice.

The Notice to End Tenancy for Cause was dated June 30, 2009 and declared that the rental unit must be vacated by July 01, 2009. The Agent for the Landlord stated that she misdated the Notice and that it should have been dated May 30, 2009.

The Agent for the Landlord stated that once she realized she had misdated the Notice to End Tenancy for Cause she served another Notice to End Tenancy for Cause on June 29, 2009. The Tenant did not have a copy of the second Notice to End Tenancy available to him at the time of this hearing. The Tenant acknowledged that he did not file an Application for Dispute Resolution seeking to set aside this second Notice. As



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the second Notice is not the subject of this Application for Dispute Resolution, the merits of that Notice were not considered.

## Analysis

Section 47(3) 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 served the Notice to End Tenancy for Cause on May 30, 2009 but dated it on June 30, 2009. I therefore find that the Notice was not effective, as the Landlord did not comply with section 52(a) of the *Act*, because it was dated incorrectly.

## Conclusion

As I have determined that the Notice to End Tenancy that was served on May 30, 2009 is of no force or effect, I hereby set aside the Notice to End Tenancy, dated June 30, 2009, and I order that this tenancy continue until it is 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*.

Both parties have been provided with a Residential Tenancy Act Guide and are strongly encouraged to contact the Residential Tenancy Branch for directions regarding the future of this tenancy, as the Notice to End Tenancy for Cause that was allegedly served on June 29, 2009 was not affected by this decision.

Dated: August 13, 2009.

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Dispute Resolution Officer