



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

CNC, SS, FF

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause; for authorization to serve documents in a different manner; and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

The Tenant stated that she served the Landlord with the Application for Dispute Resolution and Notice of Hearing via priority post mail rather than registered mail. The agent for the Landlord acknowledged receipt of those documents on November 27, 2009. I am satisfied that the documents were sufficiently served for the purposes of this hearing, pursuant to section 71(2)(a), although they were not served in accordance with section 89 of the *Residential Tenancy Act (Act)*. Both parties were represented at the hearing.

Issue(s) to be Decided

The issue to be decided is whether the Notice to End Tenancy for Unpaid Rent, served pursuant to section 46 of the *Residential Tenancy Act (Act)*, should be set aside and whether the Tenant is entitled to recover the fee paid for filing this Application for Dispute Resolution.

Background and Evidence

The agent for the Landlord and the Tenant agree that a 1 Month Notice to End Tenancy for Cause was served on the Tenant, a copy of which was submitted in evidence. The parties agree that the Notice is not dated.

Analysis

Section 47 of the *Act* stipulates that a landlord may end a tenancy under certain circumstances by giving a notice to end tenancy. Section 47(2) 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 properly date the Notice to End Tenancy that was served upon 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 I have determined that the Notice to End Tenancy that is the subject of the dispute has no force or effect, I hereby grant the Tenant's application to set aside the undated Notice to End Tenancy and I order that this tenancy continue until it is ended in accordance with the *Act*. The Landlord retains the right to serve the Tenant with another Notice to End Tenancy for Cause.

As I find the Tenant's application has merit, I hereby authorize the Tenant to deduct \$50.00 from her next rent payment, as compensation for the filing fee she paid for this Application for Dispute Resolution.

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: January 07, 2010.

Dispute Resolution Officer