

## Decision

**Dispute Codes:** CNC

### Introduction

This is the Tenant's application to cancel a Notice to End Tenancy for Cause

I reviewed the evidence provided by the Landlord prior to the Hearing. The parties gave affirmed testimony and the Hearing proceeded on its merits.

### Issues to be Decided

- Should the Notice to End Tenancy for Cause be cancelled?

### Background and Evidence

The Landlord issued two Notices to End Tenancy for Cause. Copies of the Notices were entered in evidence.

### Analysis

Section 52 of the Residential Tenancy Act (the "Act") states:

#### **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.  
(emphasis added)

Neither of the Notices to End Tenancy is dated, and one of the Notices is not signed by the Landlord. Therefore, I find the Notices are not effective, pursuant to the provisions of Section 52(a) of the Act.

The Tenant's application is granted. The Notices are cancelled and the tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

### **Conclusion**

The Tenant's application is granted. The Notices to End Tenancy are cancelled and the tenancy remains in full force and effect until it is ended in accordance with the provisions of 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.

Dated: May 12, 2010