



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

### Dispute Codes:

### **OPC**

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for an Order of Possession for Cause.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony and to make submissions during the hearing.

### Issue(s) to be Decided

Is the landlord entitled to an Order of possession for Cause?

### Background and Evidence

The tenancy commenced on December 1, 2010; rent is due on the first of each month.

The tenants acknowledged receipt of a Notice ending tenancy for cause issued by the landlord; the tenants believed they received the Notice no later than December 17, 2010.

At my request the tenants reviewed their original copy of the Notice and testified that it did not have an issue date. I then referenced the copy of the Notice provided by the landlord as evidence; that Notice did not contain an issue date.

The effective date of the Notice was "015 January 2010;" the tenants acknowledged they were viewing the same Notice as that provided as evidence, as the effective date on their copy was also incorrect.

Despite the absence of the issue date of the Notice, the tenants did not apply to dispute the Notice as they believed the landlord had set it aside, by agreement. The landlord

denied this was the case; although she had considered the tenant's request to cancel the Notice.

The tenants offered to vacate the rental unit by the end of March, 2011; a mutual agreement was able to be reached during the hearing.

### Analysis

Section 52 of the Act provides:

**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)

The Notice issued by the landlord was not dated; as required by section 52 of the Act. Despite the acknowledgment of the tenants, that they received the Notice, I find, in the absence of an issue date on the Notice that the Notice is of no force or effect.

The landlord is at liberty to issue another Notice ending tenancy for cause and to be prepared to support the reasons for cause, should the tenants choose to dispute the Notice; as provided by the Act. This was explained to the parties, as one of the possible outcomes of today's hearing.

### Conclusion

The undated Notice issued by the landlord with an effective date of "015 January 2010" is of no force or effect. The tenancy will continue until it is ended as provided by the Act.

Dated: February 01, 2011.

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