



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession.

The hearing was conducted via teleconference and three agents for the landlord attended. The tenants did not attend the hearing.

During the hearing I ordered the agents for the landlord to provide documentation confirming the signature used on the Notice to End Tenancy is an acceptable signature for other purposes, such as confirmation that the landlord can use the same signature for bank purposes and for dealings with government agencies.

I provided the agent with a deadline of no later than the end of business on August 12, 2011 for the submission of documents from the landlord's bank and the provincial agency governing the registration of businesses that they both accept the same signature as the landlord used on the Notice to End Tenancy. No documentation was provided.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for cause, pursuant to Sections 47 and 55 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted a copy of a tenancy agreement signed by the parties on December 1, 2010 for a month to month tenancy beginning on December 1, 2010 for a monthly rent of \$750.00 due on the 1st of each month with a security deposit of \$375.00 paid.

The landlord also submitted a copy of a 1 Month Notice to End Tenancy for Cause issued to the tenants on May 23, 2011 citing the tenants or a person permitted on the property by the tenants has significantly interfered with or unreasonably disturbed another occupant or the landlord and put the landlord's property at significant risk.

The Notice advises the tenants of their right to dispute the notice within 10 days of receipt of the notice. The landlord submits that the notice was served to the tenants

personally on May 23, 2011. The tenants did not submit an Application for Dispute Resolution seeking to cancel the Notice.

The Notice is signed with the landlord's company name. The landlord's agent testified that this is the signature the landlord always uses for business purposes that relate to matters of tenancy for this residential property.

Analysis

Section 52 of the Act stipulates that a Notice to End Tenancy must, among other things, be signed and dated by the landlord giving the notice. The actual form used by the landlord is the approved form and the signature block allows for the landlord's or the landlord's agent signature.

As the landlord has failed to provide any documentation that other agencies accept her company name as her signature, I find the landlord has issued a 1 Month Notice to End Tenancy for Cause that is not compliant with Section 52, in that it has not been signed by the landlord or her agent.

Conclusion

Based on the above, I dismiss the landlord's Application in its entirety, without leave to reapply.

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: August 22, 2011.

Residential Tenancy Branch