



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction and Analysis

This hearing dealt with an application for dispute resolution by the tenant seeking cancellation of a 1 Month Notice to End Tenancy for Cause (the "Notice") issued to her by the landlord.

The parties, the tenant's advocate and witnesses appeared and were affirmed into the hearing.

As a preliminary issue, the landlord's agents were questioned about the form and content of the Notice, submitted by the tenant into evidence, issued by landlord's agent, LH.

The Notice contained an incomplete date of issuance. The landlord's agent acknowledged this omission, but contended that the tenant avoided service of the document, which forced him to hand it to her quickly without being able to fill in a date.

The copy of the Notice submitted by the landlord contained a complete date, which led me to conclude that their evidence had been altered.

Section 52 of the Residential Tenancy Act (the "Act") states that in order for a notice to end tenancy to be effective, it **must**, among other things, be signed and dated by the landlord giving the Notice. This requirement is not discretionary.

Conclusion

Based on the aforementioned lack of effective date, I find the 1 Month Notice to End Tenancy for Cause said by the landlord to have been issued on March 27, 2012, does not meet the form and content of section 52 of the Act. Therefore I find the 1 Month Notice to End Tenancy for Cause is invalid and of no force or effect.

I hereby cancel the landlord's Notice, with the effect that this tenancy continues until it may otherwise end under 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: March 28, 2012.

Residential Tenancy Branch