



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"), seeking to enforce a 1 Month Notice to End Tenancy for Cause (the "Notice") and to recover the filing fee.

At the beginning of the hearing, the tenant's telephone presented problems, and he asked if he could hang up and call back in, to which I agreed. The tenant's advocate proceeded to provide testimony on his behalf until the tenant returned. The tenant later returned to the telephone conference.

Preliminary Issue

The subject of this dispute is a 1 Month Notice to End Tenancy for Cause. The landlord was questioned about the lack of any documentary evidence in support of her application. The landlord stated that she carried a copy of the 1 Month Notice to End Tenancy for Cause that was served on the tenant to the Residential Tenancy Branch ("RTB"), but she was told that "they didn't need it."

The advocate stated that the tenant did receive a copy of the Notice and that she had a copy of the Notice.

Issue(s) to be Decided

Has the landlord established an entitlement to an Order of Possession and to recover the filing fee?

Is the Notice to End Tenancy valid?

Background and Evidence

Due to the advocate's confirmation of receipt of the Notice by the tenant, I allowed testimony about the Notice, first from the landlord and then from the advocate.

The advocate confirmed the date the Notice was served and the effective move out date. According to the parties, the causes listed on the Notice alleged that the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord, seriously jeopardized the health or safety or lawful right of another occupant or the landlord, and put the landlord's property at significant risk.

I confirmed with the tenant that he had not filed an application for dispute resolution disputing the Notice.

I allowed the landlord to fax a copy of the Notice to me after the hearing and I informed the tenant that I would grant the landlord an order of possession if I determined that the Notice was valid once I had receipt of the Notice.

I also informed the landlord that I would allow her until the end of the day to fax in the Notice.

I note that the Notice was received by the end of the day.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

In order to end a tenancy under section 47 of the Act, the landlord is required to serve upon the tenant a Notice conforming to section 52 of the Act.

Section 52 of the Act states that in order for a notice to end tenancy to be effective, it must, among other things, be signed by the landlord giving the Notice.

A review of the Notice shows that the Notice was not signed by the landlord and did not contain the tenant's name. Additionally, there was only one cause listed, contrary to the testimony.

Conclusion

Based on the above, I find the 1 Month Notice to End Tenancy for Cause does not meet the form and content required under section 52 of the Act as it does not contain the landlord's signature or the name of the tenant. Therefore, I find the 1 Month Notice to End Tenancy for Cause, dated March 11, 2012, is invalid and of no force or effect and I hereby **dismiss** the landlord's application, without leave to reapply.

As I have found no merit with the landlord's application, I decline to award her recovery of the filing fee.

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 14, 2012.

Residential Tenancy Branch