



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, FF

Introduction

This Application for Dispute Resolution by the tenant was seeking to cancel a One-Month Notice to End Tenancy for Cause. However neither a copy of the Notice nor the tenancy agreement had been submitted into evidence.

Both parties appeared and gave testimony.

Background & Evidence

Although no copy of the One-Month Notice to End Tenancy for Cause was in evidence, the landlord and tenant testified that the notice was served and both parties testified that, on the second page of the form, the landlord failed to specifically identify any one of the causes that were listed under section 47.

The landlord testified that the tenant had verbally agreed to vacate, but the tenant did not sign a Tenant's Notice to end Tenancy nor did the parties sign a formal Mutual Agreement to End Tenancy form.

Analysis

Section 59 (2) of the Act states that an application for dispute resolution must be in the applicable approved form and include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. Section 62(4) provides that all or part of an application for dispute resolution may be dismissed if the application does not disclose a dispute that may be determined under this Part.

I find that any application seeking to cancel a Notice to End Tenancy would require submission into evidence a copy of the Notice under dispute. Although, in the case before me, neither the applicant nor the respondent submitted a copy of the One-Month Notice to End Tenancy for Cause, it was established that the form had not been completed in accordance with what was required under section 47 of the Act.

Section 52 Of the Act states that, 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. (my emphasis)

I find that the notice served by the landlord as described was not compliant with section 52 of the Act and as such would be invalid and not enforceable. However, in the absence of the above evidence, I find that the tenant's application must be dismissed with respect to this flawed One-Month Notice to End Tenancy for Cause.

Conclusion

As I could not proceed, I hereby dismiss this application 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 08, 2012.

Residential Tenancy Branch