



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, MNDC, OLC

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause; for a monetary Order for money owed or compensation for damage or loss; and to recover the fee for filing the Application for Dispute Resolution.

The Tenant stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Landlord, via registered mail, at the service address noted on the Application, on December 28, 2012. The Tenant cited a Canada Post tracking number that corroborates this testimony. On the basis of this testimony, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Landlord did not appear at the hearing.

The Tenant submitted several documents to the Residential Tenancy Branch. She stated that these documents were not served to the Landlord as she did not understand that she was required to serve copies of the documents to the Landlord. As the documents were not served to the Landlord, the Tenant was advised that they could not be accepted as evidence for these proceedings. Upon learning that the documents would not be accepted as evidence, the Tenant elected to withdraw her application for a monetary Order, with the intent of seeking a monetary Order at a later date.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Act*, be set aside and is the Tenant entitled to recover the fee for filing an Application for Dispute Resolution?

Background and Evidence

The Tenant stated that on December 21, 2012 the Landlord served her with a One Month Notice to End Tenancy for Cause, via email. She stated that Notice she was served declares that she must vacate the rental unit by December 31, 2012; that it is not dated, and it is not signed. This is the Notice that the Tenant wants set aside.

Analysis

On the basis of the undisputed evidence, I find that the Tenant was served with a One Month Notice to End Cause, which is neither signed nor dated, which declares that she must vacate the rental unit by December 31, 2012.

Section 47 authorizes a landlord to end a tenancy for a variety of reasons, provided that the Tenant is served with a Notice to End Tenancy that complies with section 52 of the *Act*. Section 52(a) of the *Act* stipulates that to be effective a Notice to End Tenancy must be signed and dated by the landlord or the tenant giving the notice.

In the circumstances before me I find that the Landlord did not sign or date the One Month Notice to End Cause that declares she must vacate the unit by December 31, 2012. I therefore find that the Notice was not effective and I grant the Tenant's application to set aside this Notice.

Conclusion

I find the Tenant's application has merit and I grant the Tenant a monetary Order in the amount of \$50.00 in compensation for the fee for filing this Application for Dispute Resolution. In the event the Landlord does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: January 24, 2013

Residential Tenancy Branch

