



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *CNR, RR, FF*

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for nonpayment of rent. The tenant also applied for a rent reduction and for the recovery of the filing fee.

Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Did the landlord serve the tenant with a valid notice to end tenancy? Is the tenant entitled to a rent reduction?

Background and Evidence

The tenancy began on October 01, 2012 for a fixed term of one year. The monthly rent is \$1,800.00.

The tenant testified that the rental home was in foreclosure and the landlord failed to notify the tenant at the time she entered into the one year lease. For this reason the tenant was claiming a rent reduction. The tenant agreed that she did not pay rent for February or March. The landlord added that the tenant also owed \$150.00 for January.

On February 06, 2013 the landlord served the tenant with a ten day notice to end tenancy. The tenant pointed out that the notice was not signed or dated.

During the hearing, the tenant stated that she had plans to move out and was actively looking for a place to rent.

Analysis:

Section 52 of the *Residential Tenancy Act* provides for the form and content of a notice to end tenancy and states as follows:

Form and content of notice to end tenancy

52 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.

Upon review of the notice to end tenancy I find that it is not dated or signed by the landlord. Therefore I find that it is not a valid notice and is accordingly set aside. The landlord is at liberty to serve the tenant a valid notice to end tenancy for rent owed.

The tenant signed the one year lease for monthly rent in the amount of \$1,800.00. and is therefore bound by its terms. The tenant was served a notice to end tenancy for nonpayment of rent and not for foreclosure of the home and therefore is not entitled to a rent reduction.

Since the tenant has proven a portion of her application, I award her the filing fee. The tenant may make a onetime deduction of \$50.00 from the rent owed to the landlord.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue. The tenant may deduct \$50.00 from the rent owed to the landlord.

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 07, 2013

Residential Tenancy Branch

