



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CENTURY 21 EXECUTIVE REALTY/DELANEY PROPERTIES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution made by the tenants to cancel a One Month Notice to End Tenancy for Cause.

The tenants attended the hearing but the landlord did not.

Both tenants testified that together they served the landlord personally with a copy of the application and Notice of Hearing documents on June 7, 2013. Based on this, I find that the landlord has been served in accordance with the *Residential Tenancy Act*.

All the affirmed testimony of the tenants during the hearing and the prior evidence submitted has been carefully considered in this Decision.

Issue(s) to be Decided

Are the tenants entitled to an order canceling the 1 Month Notice to End Tenancy for Cause issued by the landlord?

Background and Evidence

This tenancy started on March 1, 2013 on a month-to-month basis. A written tenancy agreement was completed and the landlord collected a security deposit from the tenants before March 1, 2013 in the amount of \$350.00. Rent in the amount of \$700.00 is payable by the tenants on the first day of each month.

The tenant testified that the landlord issued them with a 1 Month Notice to End Tenancy for Cause by handing it to the tenant's cousin who was at the rental unit on June 2, 2013. The notice was provided as evidence and states that the expected date of

vacancy is July 4, 2013. However, the notice is not signed. The notice states that the reason for ending the tenancy is because the tenants have adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

The tenants testified that the landlord had issued them another 1 Month Notice to End Tenancy on June 29, 2013. However, the tenants did not amend the Application for Dispute Resolution to include this notice and have not provided me with a copy for this hearing. In the absence of landlord, I cannot allow the tenants to amend the application to include this notice to end tenancy. However, the tenants are still at liberty to make an application to dispute the notice as the allowable timelines under the *Act* to do so are still in effect.

The landlord failed to attend the hearing and did not provide any evidence in advance of the hearing.

Analysis

Section 52(a) of the *Act* specifically states that in order to be effective, a notice to end tenancy **must be signed** by the landlord giving the notice. In this case, the 1 Month Notice to End Tenancy for Cause was not signed by the landlord when it was served to the tenants. Based on this and, in the absence of the landlord at the hearing, I find that the notice to end tenancy should be cancelled.

Conclusion

For the reasons set out above, I cancel the 1 Month Notice to End Tenancy for Cause issued by the landlord to the tenants on June 2, 2013.

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: July 05, 2013

Residential Tenancy Branch