



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNL

Introduction

This Hearing dealt with the Tenant's application cancel a *Notice to End Tenancy for Landlords Use*.

The parties gave affirmed testimony at the Hearing.

Preliminary Matter

On August 1, 2013, the Landlord provided a letter requesting an adjournment of today's Hearing. However, at the outset of the Hearing, the Landlord withdrew their adjournment application.

Issue to be Decided

Should the Notice be cancelled or upheld?

Background and Evidence

A copy of the Notice was provided in evidence. It is not signed or dated by the Landlord.

Analysis

Section 52 of the Act states:

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.

In this case, I find that the Notice is not valid because it does not comply with Section 52(a) of the Act.

The Tenant's application is granted. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

Conclusion

The Notice to End Tenancy is cancelled. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

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, 2013

Residential Tenancy Branch