



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KEKULI INVESTMENTS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, DRI, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by the tenant to cancel a 1 Month Notice to End Tenancy for Cause, to dispute an additional rent increase and to recover the filing fee for the cost of the application from the landlord.

The tenant made the application and was given the Notice of Hearing documents on August 13, 2013 to serve to the landlord. The tenant testified that he personally served the landlord with these documents on August 15, 2013. The landlord's agent confirmed receipt of the documents on this date and based on this, I find that the tenant served the landlord in accordance with the requirements of the *Residential Tenancy Act*.

The tenant and an agent for the landlord attended the hearing. Both parties provided affirmed testimony during the hearing and also provided documentary evidence in advance of the hearing. All of this was carefully considered in this Decision.

At the start of the hearing the tenant withdrew the application to dispute an additional rent increase as this was not relevant to the hearing. As a result, I give the tenant leave to re-apply for this portion of the application.

Issue(s) to be Decided

Is the tenant entitled to cancel the 1 Month Notice to End Tenancy for Cause?

Background and Evidence

Both parties were unsure as to when the tenancy relating to this rental unit started. However, both parties eventually agreed that it started on July 1, 2002. No written tenancy agreement was completed. The tenant was unsure as to how much security deposit was paid and testified that it was around \$600.00 which was paid to the

previous landlord on July 1, 2002. The landlord's agent was unable to confirm the amount of security deposit that was paid and whether the owner of the rental unit still retains this amount. Currently, rent in the amount of \$900.00 is payable by the tenant to the landlord on the first day of each month.

The landlord's agent testified that he had served the tenant with a 1 Month Notice to End Tenancy for Cause with an expected date of vacancy of August 31, 2013. The reason provided for ending the tenancy was due to the fact that the tenant had assigned or sublet the rental unit without the landlord's written consent.

The tenant provided a copy of the notice as evidence for this hearing. However, the notice has not been dated. The landlord confirmed the notice was not dated but that it was issued and served to the tenant on July 31, 2013.

Analysis

Section 52(a) of the *Act* specifically states that in order to be effective, a notice to end tenancy **must** be signed **and dated** by the landlord giving the notice. In this case, the 1 Month Notice to End Tenancy for Cause does not state the date of issue and therefore, the notice is not effective. As a result, I cancel the notice to end tenancy.

As the tenant has been successful in cancelling the notice to end tenancy, I award the tenant the \$50.00 filing fee for the cost of this application. Pursuant to Section 72(2) (a) of the *Act*, the tenant may recover this amount by deducting it from October, 2013 rent.

Conclusion

For the reasons set out above, I cancel the One Month Notice to End Tenancy for Cause issued by the landlord to the tenant which had an expected date of vacancy of August 31, 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: September 19, 2013

Residential Tenancy Branch

