



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, FF

### Introduction

This hearing dealt with an application by the tenant seeking to have a Ten Day Notice to End Tenancy for cause set aside. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to have the notice set aside?

### Background and Evidence

The tenancy began on or about November 1, 2012. Rent in the amount of \$1200.00 is payable in advance on the first day of each month.

The tenant gave the following testimony:

The tenant stated that he doesn't believe that he is behind in rent. The tenant stated he is not given receipts so he believes he is all "paid up".

The landlord gave the following testimony:

The landlord stated the tenant owes \$8500.00 and wants the tenant to move out.

### Analysis

When a party issues a notice they must comply with Section 52 of the Act. The landlord issued a notice without signing it. Section 52 addresses this as follows:

**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,

As the landlord has not complied as required the notice is of no effect or force and is hereby set aside. The tenancy continues.

As the tenant has been successful in his application he is entitled to the recovery of the \$50.00 filing fee. I order that the tenant is entitled to a onetime \$50.00 reduction in his next rent payment.

### Conclusion

The notice is set aside. The tenant is entitled to a onetime \$50.00 reduction in his next rent payment.

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: November 21, 2013

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Residential Tenancy Branch

