



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (the “*Act*”) by the tenants to cancel a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”).

The tenants, the respondent landlord, an agent for the landlord, and a witness for the landlord, attended the hearing. The parties gave affirmed testimony and were provided the opportunity to ask questions during the hearing. I have reviewed all evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

At the outset of the hearing, the parties confirmed that they received evidence from the other party and that they had the opportunity to review that evidence prior to the hearing. I find the parties were sufficiently served in accordance with the *Act* as a result.

Issue to be Decided

- Should the 1 Month Notice dated December 27, 2013 be cancelled?

Background and Evidence

A fixed term tenancy began on March 15, 2013 and is scheduled to revert to a month to month tenancy after March 15, 2014. A 1 Month Notice dated December 27, 2013 was received by the tenants on December 27, 2013, according to the tenants. The tenants disputed the 1 Month Notice on December 30, 2013, within the 10 day timeline permitted under section 47 of the *Act*. The 1 Month Notice submitted in evidence is not signed by the landlord, which the landlord confirmed during the hearing.

Analysis

Based on the testimony and evidence, and on a balance of probabilities, I find as follows.

The 1 Month Notice dated December 27, 2013, is not signed by the landlord as required by section 52 of the *Act*. Section 52 of the *Act* states:

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.

[emphasis added]

Given the above, **I find** that the landlord issued a 1 Month Notice that was invalid as it was not signed by the landlord as required by section 52 of the *Act*. Therefore, **I cancel** the 1 Month Notice dated December 27, 2013 as it is not a valid notice. **I order** the tenancy to continue until ended in accordance with the *Act*. I do not find it necessary to consider the causes listed in the 1 Month Notice as it was not a valid notice.

Conclusion

The 1 Month Notice issued by the landlord dated December 27, 2013, has been cancelled. The tenancy has been ordered to continue until ended in accordance with the *Act*. The landlord is reminded that for a notice to be effective, it must comply with section 52 of the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: February 13, 2014

Residential Tenancy Branch

