



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNL, OLC, OPT, AAT

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy – Section 47, 49;
2. An Order that the Landlord comply with the Act – Section 62;
3. An Order of Possession for the Tenant - Section 54; and
4. An order allowing access to the unit for the tenant or the tenant’s guests – Section 70.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant states that he also spoke with the Landlord about the application after sending it in the mail. The Landlord did not participate in the conference call hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Background and Evidence

The Tenant states that he received a notice to end tenancy (the Notice) on January 31, 2014. It is noted that the Notice is dated February 1, 2014 and is not signed by the

Landlord. The Tenant states that there is no written tenancy agreement and that when he first agreed to rent the unit there was no restriction on the number of occupants in the unit.

Analysis

Section 52 of the Act provides that 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.

Based on the Tenant's undisputed evidence and the copy of the Notice submitted for this hearing, I find that the Notice is not valid as it is unsigned. I therefore find on a balance of probabilities that the Tenant has substantiated an entitlement to a cancellation of the Notice. As the Tenant has rightful possession of the unit, I find that the Tenant does not require an order of possession and I dismiss this part of the application. As the Tenant did not provide any evidence in relation to access to the unit by guests or in relation to the Landlord's compliance with the Act, whether intentionally or not, I give the Tenant leave to reapply in relation to these two claims should they continue to be an issue for the Tenant.

Conclusion

The Notice is cancelled.

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: March 17, 2014

Residential Tenancy Branch

