



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding IAG ENTERPRISES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause and for the recovery of the filing fee. Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began seven years ago. The current monthly rent is \$875.00.

On November 24, 2014, the landlord served the tenant with a notice to end tenancy for cause. The notice was not dated by the landlord. The tenant applied to dispute the notice on November 24, 2014.

Analysis

Section 52 of the *Residential Tenancy Act* states that in order to be effective, a notice to end a tenancy must be in writing and must be

- A) Signed and dated by the landlord
- B) Give the address of the rental unit
- C) State the effective date of notice
- D) State the grounds for ending the tenancy and
- E) Be in the approved form

Pursuant to section 52 of the *Residential Tenancy Act*, this undated notice does not comply with the requirements of form and content of the notice to end tenancy.

Therefore, I find that the tenant was not served a valid notice to end tenancy and accordingly, the notice is set aside and the tenancy will continue. Since the tenant has proven her case, I award the tenant the recovery of the filing fee of \$50.00.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed to move out on or before 1:00p.m. on January 31, 2015.
2. The landlord agreed to allow the tenancy to continue until January 31, 2015.
3. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

Pursuant to the above agreement, the tenancy will end on or before 1:00 pm on January 31, 2015. The tenant may make a deduction of \$50.00 from rent due on January 01, 2015.

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: December 19, 2014

Residential Tenancy Branch

