



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This is an application to cancel a Notice to End Tenancy.

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not to cancel or uphold a Notice to End Tenancy.

Background and Evidence

On October 22, 2014 the landlord personally served the tenant's with a one-month Notice to End Tenancy.

The applicants are requesting that the Notice to End Tenancy be canceled.

Analysis

Section 52(a) of the Residential Tenancy Act states:

52(a) In order to be effective, a notice to end a tenancy must be in writing and must be signed and dated by the landlord or tenant giving the notice.

In this case the landlord failed to date the Notice to End Tenancy that was given to the tenant's, and therefore it is not a valid notice as the landlord has not met the requirements of section 52 of the Residential Tenancy Act.

Conclusion

The one-month Notice to End Tenancy that was served on the tenant's on October 22, 2014 is hereby canceled and this tenancy continues.

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 09, 2014

Residential Tenancy Branch

