



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Cause.

At the start of the hearing the Arbitrator questioned the Landlord as to who signed and issued the 1 Month Notice to End Tenancy for Cause dated May 13, 2015. The Landlord said the strata agent P.D. signed and issued the Notice to End Tenancy. The Landlord was asked if the strata agent P.D. was acting as her agent. The Landlord said P.D. is not her agent. Section 52 (a) of the Act states that for a Notice to End Tenancy to be effective it must be in writing and it must be signed and dated by the Landlord. Counsel for the Strata indicated the Strata issued the Notice to End Tenancy in accordance to section 138 of the Strata Property Act which allows a strata to issue a Notice to End Tenancy under certain circumstances. This application is made under the Residential Tenancy Act and the Arbitrator indicated that his jurisdiction is for only for that Act.

An eviction is a serious matter and therefore the process to evict a tenant is clearly stated in the Residential Tenancy Act. The Act states a Notice to End Tenancy must be signed by a Landlord or the Landlord's agent. In this case the Strata agent signed and issued the Notice to End Tenancy independently of the Landlord and this does not comply with section 52 (a) of the Act. Consequently the 1 Month Notice to End Tenancy for Cause dated May 13, 2015 is not correctly completed as the Landlord did not signed it; therefore the 1 Month Notice to End Tenancy for Cause dated May 13, 2015 is not valid. I find that the Tenant has established grounds to have the Notice to End Tenancy cancelled due to the Landlord not signing the notice. The 1 Month Notice to End Tenancy for Cause dated May 13, 2015 is cancelled and the tenancy is ordered to continue as agreed in the tenancy agreement.

Conclusion

The 1 Month Notice to End Tenancy for Cause dated May13, 2015 is cancelled and the tenancy is ordered to continue as agreed in the tenancy agreement.

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: July 15, 2015

Residential Tenancy Branch

