



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FF

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 an notice to end tenancy - Section 47
2. An Order for the Landlord to comply - Section 62; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy effective?

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

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The following are undisputed facts: The tenancy started in October 2014. Rent of \$900.00 is payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$450.00 as a security deposit. On May 15, 2015 the Tenant received a one month notice to end tenancy for cause (the “Notice”). The Landlord did not sign or date the Notice and no effective date for the end of the tenancy was set out in the Notice.

The Tenant seeks an order for the Landlord to comply with the Act and recovery of the filing fee. The Landlord wishes to withdraw the Notice.

Analysis

Section 52 of the Act provides that in order to be effective a notice to end tenancy, when given by a landlord, must be signed, dated and include the effective date of the notice. Based on the undisputed evidence of the Parties and considering the Landlord's request to withdraw the Notice, I find that the Notice is not effective to end the tenancy and the tenancy continues until effectively ended by either Party. As the Notice is not effective there is no need to cancel anything. Should the Landlord seek to end the tenancy in the future, I order the Landlord to comply with the above section of the Act.

As the Tenant has been successful I find that the Tenant is entitled to recovery of the \$50.00 filing fee and the Tenant may deduct this amount from future rent payable in full satisfaction of the claim.

Conclusion

The Notice is of no effect and the tenancy continues. I grant the Tenant an order under Section 67 of the Act for **\$50.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court. 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 13, 2015

Residential Tenancy Branch

