



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with a tenant's request to cancel a 1 Month Notice to End Tenancy for Cause. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Issue(s) to be Decided

Should the 1 Month Notice be cancelled or upheld?

Background and Evidence

The tenant submitted that she received a 1 Month Notice to End Tenancy for Cause on her door on July 22, 2015 (the Notice). The tenant submitted a copy of the Notice and pointed out that it was not signed by the landlord. The tenant was of the position the notice is void and not enforceable because it is not signed. The landlord acknowledged that he forgot to sign the Notice.

Analysis

Section 52 of the Act provides for form and content of Notices to End Tenancy. It provides as follows:

52 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.

[reproduced as written with my emphasis added]

It was undisputed that the Notice to End Tenancy served upon the tenant on July 22, 2015 is not signed by the landlord. Pursuant to section 52(1)(a) I find the Notice is of no effect and I grant the tenant's request to cancel it.

Having cancelled the Notice the tenancy continues at this time.

Conclusion

The Notice to End Tenancy dated July 22, 2015 is ineffective as it was not signed by the landlord and it has been cancelled. The tenancy continues at this time.

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: October 01, 2015

Residential Tenancy Branch

