



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VICTORIA COOL AID SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application to cancel a *1 Month Notice to End Tenancy for Cause* dated January 18, 2016. 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.

Preliminary and Procedural Matters

At the outset of the hearing the tenant requested an adjournment. The tenant explained the reason for requesting an adjournment was because he was hit by a vehicle twice in one day. The tenant could not recall the exact date of the accidents but the tenant estimated that it was between three weeks to one month ago. The tenant stated that he needed to gather medical evidence to support of his position. The tenant submitted that the motor vehicle accidents precluded him from cleaning up his room. Considering the motor vehicle accidents would have occurred after issuance of the Notice to End Tenancy for Cause I failed to see the relevance of the motor vehicle accidents to the reason for issuance of the Notice to End Tenancy. I informed the tenant that I would proceed with the hearing and if I determined it necessary to see medical evidence after hearing from the parties I would re-consider adjourning the hearing.

The tenant denied receiving the landlord's evidence package submitted for this proceeding. The landlord provided a very detailed description of the events that took place on March 7, 2016 when the landlord alleged service occurred. The tenant acknowledged during the hearing that his memory is not very good. The tenant also acknowledged that the landlord gave him a photograph and I noted that a photograph was included in the landlord's evidence package, although the copy provided to me had been faxed and I could not decipher the image. In any event, I found the landlord's testimony as to service of the evidence package upon the tenant to be credible and I accepted, on the balance of probabilities, that the landlord had served the tenant with

the landlord's evidence package. Out of an abundance of fairness to both parties, I informed the parties that I had received a copy of the 1 Month Notice to End Tenancy for Cause from both parties and that both copies were identical.

Issue(s) to be Decided

Should the 1 Month Notice to End tenancy for Cause be upheld or cancelled?

Background and Evidence

The tenancy commenced June 21, 2012 on a month to month basis. The tenant is required to pay rent of \$375.00 on the first day of every month. The rental unit is a room in a supportive housing building.

The subject 1 Month Notice to End Tenancy for Cause is dated January 18, 2016 and was taped to the tenant's door on that date. The Notice indicates one reason for ending the tenancy and has an effective date of February 29, 2016; however, the Notice was not signed by the landlord. The tenant filed to dispute the Notice within the time limit for doing so.

Analysis

Section 52 of the Act provides:

Form and content of notice to end tenancy

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.

[my emphasis added]

Since the Notice to End Tenancy served upon the tenant was not signed by the landlord I find the Notice to be ineffective pursuant to section 52 of the Act. Therefore, I cancel the Notice with the effect that the tenancy continues at this time.

Since I did not hear the reason(s) for the issuance of the Notice and I have cancelled the Notice based solely upon the form and content of the Notice, the landlord remains at liberty to issue another Notice to End Tenancy as appropriate.

Conclusion

The 1 Month Notice to End Tenancy for Cause issued on January 18, 2016 is ineffective and has been cancelled. The landlord remains at liberty to issue another Notice to End Tenancy as appropriate.

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: March 15, 2016

Residential Tenancy Branch