



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with the tenants' applications pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the "2 Month Notice") pursuant to section 49.

Tenant AS, tenant CW, tenant JW and the landlord's agent (the "landlord") attended the hearing. Each party was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed she was an agent of the landlord's company named in this application, and had authority to speak on its behalf.

The landlord confirmed receipt of the tenants' applications for dispute resolution package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was served with the applications.

Issue(s) to be Decided

Should the landlord's 2 Month Notices be cancelled? If not, is the landlord entitled to an order of possession for each unit?

Background and Evidence

As per the submitted tenancy agreement and testimony of tenant AS, tenant AS's tenancy began on November 1, 2014 on a month-to-month basis. Rent in the amount of \$850.00 is payable on the first of each month. The tenant remitted a security deposit in the amount of \$425.00 at the start of the tenancy. Tenant AS continues to reside in the rental unit.

As per the testimony of tenants CW, JW, and the landlord, this tenancy began on September 1, 2015 on a month-to-month basis. Rent in the amount of \$820.00 is

payable on the first of each month. Tenants CW and JW continue to reside in the rental unit.

All the tenants confirmed receipt of the 2 Month Notice dated May 31, 2016 by way of posting to their rental unit door where they reside. Although tenant AS confirmed service, she testified that the 2 Month Notice was not signed by the landlord. The landlord acknowledged this oversight and confirmed each 2 Month Notice went unsigned.

Analysis

Section 52 of the *Act* establishes that in order to be effective, a notice to end tenancy must be in writing and must be signed and dated by the landlord giving the notice. Based on parties' testimony and the notice before me, which remains unsigned by the landlord, I find the tenants were not served with an effective notice. Due to the ineffective notices, I find the landlord is not entitled to orders of possession and each tenancy continues until it is ended in accordance with the *Act*.

Conclusion

The 2 Month Notices are cancelled and each tenancy continues until it is ended in accordance with the *Act*.

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 29, 2016

Residential Tenancy Branch