



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SIESTA ROOMS LTD 1995
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

On August 15, 2016, the Tenant made an Application for Dispute Resolution to cancel a 1 Month Notice to End Tenancy For Cause.

The matter was set for a conference call hearing at 11:00 a.m. The Tenant attended the teleconference hearing; however, the Landlord did not. The phone line remained open and was monitored for ten minutes and the Landlord did not call into the hearing during this time.

Issue to be Decided

Should the Notice dated April 14, 2016 be cancelled?

Background and Evidence

The Tenant testified that the tenancy began in February 2014. Rent in the amount of \$425.00 is to be paid on the 1st of each month. A security deposit in the amount of \$212.50 was paid to the Landlord by the Tenant.

The Tenant testified that the Landlord served him with the 1 Month Notice To End Tenancy For Cause. The 1 Month Notice To End Tenancy For Cause is not dated or signed by the Landlord.

The Tenant disputed the Notice on August 15, 2016. The Tenant testified that his advocate served the Landlord with the Notice of Hearing. The Tenant could not recall the advocate's name and did not recall the date that the Landlord was served.

Analysis

There is insufficient evidence before me that the Landlord was served with Notice of the Hearing. I find that the Landlord was not served with Notice of the Hearing.

Section 52 of the Act states: 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.*

I find that the 1 Month Notice To End Tenancy For Cause issued by the Landlord is not an effective Notice. The Notice is set aside.

I order the tenancy to continue until ended in accordance with the Act.

Conclusion

The Tenant's application is successful. The 1 Month Notice To End Tenancy For Cause issued by the Landlord is set aside.

The tenancy will continue until 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: October 07, 2016

Residential Tenancy Branch

