



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation for loss – Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

Landlord MW initially attended the hearing with a crying infant. Landlord MW states that she and Landlord KW are in the airport and that their Agent BM has full authority to represent the Landlords in this matter. Landlord MW then left the hearing. Agent BM (hereinafter the “Landlord”) and the Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy effective?

Background and Evidence

The Landlord confirmed that they provided the evidence package received by the Residential Tenancy Branch (the “RTB”) on May 11, 2017 and noted by the RTB as being the Tenant’s evidence package. The Tenant confirms that no evidence package or any other evidence was submitted by the Tenant along with its application.

The Landlord confirms that no copy of the one month notice to end tenancy for cause (the "Notice") was provided in its evidence package. The Landlord states that it does not have a copy of that Notice and does not know the contents or details of the Notice. The Tenant confirms that they received a one month notice to end tenancy for cause around March 26, 2017. The Tenant states that this is the Notice that they are disputing. The Tenant states that they do not have a copy of the Notice in front of them and that they do not know if the Notice was signed or dated by the Landlord.

Analysis

Section 52 of the Act provides that in order to be effective a notice to end tenancy when issued by a landlord must be, inter alia, signed and dated by the Landlord and must be on the approved form. Where a tenant disputes a notice to end tenancy the burden of proof lies with the landlord. Given the lack of any copy of the Notice to end tenancy and considering that the Landlord provided no evidence that the Notice being disputed by the Tenant was signed or dated or on the approved form I find that the Notice is not effective to end the tenancy. The tenancy therefore continues.

Conclusion

The Notice is of no effect and the tenancy continues.

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: May 16, 2017

Residential Tenancy Branch