



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Shalom Branch 178 Building Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MT

Introduction

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

1. An Order for more time to cancel a notice to end tenancy - Section 66;
2. An Order cancelling a notice to end tenancy - Section 47.

The Landlord and Tenant were each given full opportunity 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 tenancy started on February 1, 2011. Rent of \$442.00 is payable on the first day of each month. The Tenant states that she received a one month notice to end tenancy for cause (the “Notice”) and provided a copy of that Notice. The Landlord agrees that the Tenant’s copy does not have any signature and no grounds are stated either beside one of the reasons. The Landlord provides a copy that is signed and contains a large check mark across one area of the reasons. The Landlord states that perhaps the Tenant made her own copy and filed that copy. The Landlord states that she does not know why the Tenant’s copy does not contain a signature or a reason.

It is noted that the Landlord provided a letter as evidence dated May 8, 2017 in which the Landlord indicates that the Tenant’s “homeless” guests drank and partied with the Tenant causing a disturbance. I also note that the Landlord indicated that the Tenant was told not to bring “homeless” guests to the unit. No evidence was provided with the Landlord’s evidence package indicating why the description as being “homeless” was relevant to having guests or why the description was relevant to drinking and partying. The Landlord was not able to state why such description was necessarily relevant.

Analysis

Section 52 of the Act provides that In order to be effective, a notice to end a tenancy must be in writing and must, inter alia, be signed and dated by the landlord or tenant giving the notice and state the grounds for ending the tenancy. The Landlord's evidence was evasive in relation to the copy of the Notice provided by the Tenant. On the other hand I found the Tenant's evidence to hold a ring of truth. Further I find that the copies of the Notices, with the exception of the signature and the reason, are otherwise identical. I therefore accept the Tenant's credible evidence that the copy of the Notice provided as evidence by the Tenant was the copy given to the Tenant from the Landlord. As the Tenant's copy of the Notice is not signed and contains no indication of the grounds for the issuance of the Notice and as there is nothing in the details of either copy of the Notices setting out the reason for the Notice, I find that the Tenant received an ineffective Notice. The tenancy therefore continues.

I must note that I found the description of the Tenant's guests as "homeless" to be gratuitous and, on its face, discriminatory. I caution the Landlord from using such adjectives to describe the Tenant's guests in the future unless there is credible evidence to support that such a distinction is a relevant distinction. I would also similarly strongly caution the Landlord about restricting guests merely on the basis of whether or not they have a home to live in.

Conclusion

The Notice is not effective 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 31, 2017

Residential Tenancy Branch