



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

OPR; MNR; FF

### **Introduction**

This is the Landlords' Application for Dispute Resolution seeking an Order of Possession; monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent and the Tenant gave affirmed testimony at the Hearing.

It was established that the Landlord served the Tenant with the Notice of Hearing documents by hand delivering the documents to the Tenant.

### **Issue(s) to be Decided**

Is the One Month Notice to End Tenancy for Cause a valid notice to end the tenancy?

### **Background and Evidence**

A copy of the Notice to End Tenancy was provided in evidence. The Landlord served the Tenant with the Notice on April 15, 2017.

### **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,
  - (d.1) for a notice under section 45.1 [*tenant's notice: family violence or long-term care*], be accompanied by a statement made in accordance with section 45.2 [*confirmation of eligibility*], and
- (e) when given by a landlord, be in the approved form.

[Reproduced as written]

This information is also provided at the bottom of page one of the two page Notice to End Tenancy.

In this case, the Notice does not provide the name of the Landlord(s) and is not signed by one of the Landlords or an agent for the Landlords. Therefore, I find that the Notice does not comply with Section 52 of the Act and is not an effective notice to end the tenancy.

### **Conclusion**

The Landlords' Application is **dismissed**. The Landlords are at liberty to issue another Notice to End Tenancy.

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

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Residential Tenancy Branch