



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR

### 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; and
2. An Order for Possession - Section 55.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing (the “Materials”) in person on June 9, 2017 in accordance with Section 89 of the Act. The Landlord was 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

On May 4, 2017 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the “Notice”). The Notice is not signed by the Landlord.

### Analysis

Section 52 of the Act provides that in order to be effective a notice to end tenancy must be signed and dated. As the Notice was not signed by the Landlord I find that the

Notice has no effect in ending the tenancy. The Landlord remains at liberty to issue an effective notice to end tenancy and the claim in relation to unpaid rent is dismissed with leave to reapply.

Conclusion

The Notice is of no effect.

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: August 03, 2017

---

Residential Tenancy Branch