



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

CNC

### Introduction

This is the Tenant's Application for Dispute Resolution seeking to cancel a Notice to End Tenancy for Cause.

Both parties attended the Hearing and gave affirmed testimony

The Tenant provided a copy of the Notice to End Tenancy for Cause in evidence. At the outset of the Hearing, the parties agreed that the copy of the Notice to End Tenancy for Cause provided by the Tenant is a true copy of the document that the Landlord issued and served upon the Tenant.

Section 40(3) of the Act provides:

### **Landlord's notice: cause**

**40** (3) A notice under this section must comply with section 45 *[form and content of notice to end tenancy]*.

[Reproduced as written]

Section 45(a) of the Act provides:

### **Form and content of notice to end tenancy**

**45** 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,

[Reproduced as written]

In this case, the Notice to End Tenancy for Cause is not dated by the Landlord. Therefore, I find that the Notice is not an effective notice to end the tenancy and I make no findings with respect to the Landlord's reasons for seeking to end the tenancy.

### **Conclusion**

The Notice to End Tenancy for Cause is not an effective notice to end the tenancy. The tenancy will continue until it is ended in accordance with the provisions of 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 *Manufactured Home Park Tenancy Act*.

Dated: November 22, 2017

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Residential Tenancy Branch