



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding A&T MAGEMENT CORP and [tenant  
name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FFT

### Introduction

This was a cross application hearing that dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the One Month Notice to End Tenancy for Cause (the "One Month Notice"), pursuant to section 47; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The parties confirmed that they had exchanged their documentary evidence.

### Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

### Preliminary Issue

The tenants advocate made the following submission at the outset of the hearing. The advocate submits that the landlord did not sign the One Month Notice to End Tenancy for Cause that they are relying on for this hearing, and therefore it does not meet the criteria set out under section 52 of the Act. The advocate submits that the notice should be cancelled and that a new notice that meets the requirements under the Act should be served. HW testified that she was under a lot of stress as a result of the negative relationship that she had developed with the tenant and acknowledged that she didn't want to sign the notice.

### Analysis

Section 52 of the Act reads as follows:

## **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.

As the notice is unsigned, it is incomplete and therefore not valid, accordingly; I dismiss the One Month Notice to End Tenancy for Cause dated December 6, 2018 with an effective date of January 31, 2019, and it is of no force or effect. The tenant is entitled to the recovery of the \$100.00 filing fee for this application. The tenant is entitled to a one time rent reduction of \$100.00 from the rent due on March 1, 2019 in full satisfaction of that claim.

### **Conclusion**

The notice to end tenancy is cancelled. 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: January 31, 2019

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Residential Tenancy Branch