



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

This hearing dealt with the tenants' Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The tenants have requested to cancel a 1 Month Notice to End Tenancy for Cause dated February 23, 2019 ("1 Month Notice"), and to recover the cost of the filing fee.

The tenants and the landlord attended the teleconference hearing. The parties provided affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me. The parties were also provided an overview of the hearing process. I have only considered the evidence that was served in accordance with the Rules of Procedure.

Neither party raised any concerns regarding the service of documentary evidence.

Preliminary and Procedural Matter

The tenants provided their email address in their application. Accordingly, the decision will be emailed to the tenants and will be sent by regular mail to the landlord.

Issues to be Decided

- Should the 1 Month Notice be cancelled?
- Are the tenants entitled to the recovery of the cost of the filing fee under the *Act*?

Background and Evidence

A copy of the 1 Month Notice was submitted in evidence. According to the 1 Month Notice submitted in evidence and the parties, the landlord neglected to sign the 1 Month

Notice. The landlord testified that while she signed her copy she may have missed signing the tenants' copy but that she signed the supporting details of the causes listed.

The effective vacancy date listed on the 1 Month Notice was March 31, 2019.

Analysis

Based on the documentary evidence and the testimony of the parties provided during the hearing, and on the balance of probabilities, I find the following.

1 Month Notice issued by landlord – Section 52 of the *Act* applies in this case and states:

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.**

[Emphasis added]

In the matter before me, I find the 1 Month Notice does not comply with section 52 of the *Act* and is invalid as it is not signed by the landlord. Therefore, I find the 1 Month Notice is not valid as it is missing necessary information and was not completely in full by the landlord. I do not accept that signing supporting documents overrides the requirement under section 52 of the *Act* to sign the 1 Month Notice itself. The *Act* requires that notices to end tenancy issued by the landlord be in the approved form due to the fact that the approved forms contain all of the required information a tenant would require to dispute the notice if necessary.

As a result of the above, **I cancel** the 1 Month Notice dated February 23, 2019 and find that it is of **no force or effect**. The landlord is also reminded to complete all notices as required by section 52 of the *Act* in the future.

I ORDER the tenancy to continue until ended in accordance with the *Act*.

As the tenants' application had merit, I grant the tenants the recovery of the \$100.00 filing fee pursuant to section 72 of the *Act*. **I authorize** the tenants a one-time rent reduction in the amount of **\$100.00** from a future month's rent in full satisfaction of the recovery of the cost of the filing fee.

Conclusion

The tenants' application is successful.

The 1 Month Notice dated February 23, 2019 is cancelled and is of no force or effect.

The tenancy shall continue until ended in accordance with the *Act*.

The tenants have been granted a one-time rent reduction as indicated above for the filing fee.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: April 18, 2019

Residential Tenancy Branch