



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Code CNC

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on August 15, 2019. The Tenant applied for an order cancelling a One Month Notice to End Tenancy for Cause (the "One Month Notice"), pursuant to the *Residential Tenancy Act* (the "*Act*").

The Tenant attended the hearing on her own behalf and was accompanied by her boyfriend who did not participate in the hearing. The Landlord attended the hearing and was accompanied by D.L., an advocate. The Tenant, Landlord, and D.L. provided affirmed testimony.

An apparent deficiency with the One Month Notice was discussed during the hearing. Specifically, it was noted that the One Month Notice submitted into evidence by the Tenant was not dated. Section 52(a) of the *Act* confirms that a notice to end tenancy must be signed and dated by the party giving the notice to be effective. The language in the *Act* is mandatory. In this case, the One Month Notice is signed but not dated. As a result, the One Month Notice is ineffective to end the tenancy and is cancelled. The tenancy will continue until otherwise ended in accordance with 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 *Residential Tenancy Act*.

Dated: October 21, 2019

Residential Tenancy Branch