



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding THE LION HOTEL  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “Act”) to cancel a One Month Notice to End Tenancy for Cause (the “One Month Notice”).

The Tenant and two agents for the Landlord (the “Landlord”) were present for the hearing. The Landlord confirmed receipt of the Notice of Dispute Resolution Proceeding package and the Tenant confirmed receipt of the Landlord’s evidence. Neither party brought up any issues regarding service.

The parties were affirmed to be truthful in their testimony and were provided with the opportunity to present evidence, make submissions and question the other party.

I have considered all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issues to be Decided

Should the One Month Notice to End Tenancy for Cause be cancelled?

If the One Month Notice to End Tenancy for Cause is upheld, is the Landlord entitled to an Order of Possession?

### Background and Evidence

The parties were in agreement as to the details of the tenancy. The tenancy started in June 2018. Current rent in the amount of \$450.00 is due on the first day of each month and the Tenant paid a security deposit of \$225.00 at the start of the tenancy.

The Landlord testified that they served the Tenant in person with a One Month Notice on October 17, 2019. The Tenant submitted a copy of the One Month Notice into evidence which was both unsigned and undated. The Tenant stated that this was served to him on or around October 6, 2019.

The Landlord submitted a sign copy of the One Month Notice in their evidence package which was dated September 30, 2019. They stated that the signed One Month Notice was also served to the Tenant but were unclear as to when it was served. However, they later stated that it was served on November 4, 2019 through service of their evidence package. It remained unclear as to whether the signed notice was served to the Tenant outside of service of the evidence package.

The Tenant denied receipt of the signed One Month Notice and stated that he only received the unsigned and undated notice as submitted in his evidence. The Tenant applied for dispute resolution on October 15, 2019.

The Landlord submitted evidence which included written communication and photos.

### Analysis

The Landlord presented testimony and evidence regarding the reasons for the One Month Notice to which the Tenant also responded, denying any of the accusations against him. However, as there is issue with the form and content of the One Month Notice as well as issues regarding service, I have made findings on this basis only which will be addressed below. As such, I did not find it necessary to record the testimony of the parties regarding the reasons for the One Month Notice.

The Tenant received a One Month Notice pursuant to Section 47 of the *Act*. Although the Tenant stated that the notice he received was neither signed nor dated, the parties were not in agreement as to whether the Tenant had received a signed and dated One Month Notice following this.

Section 52 of the *Act* states the following regarding the form and content of a notice to end tenancy served by a landlord:

*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 noted in Section 52(a), the notice must be signed and dated by the landlord. In this matter I am not satisfied that the Landlord served the Tenant with a signed and dated One Month Notice. The Tenant denied receipt of a second One Month Notice and I do not find service through service of an evidence package to be sufficient service of this document. I also note that the dates of service as stated by the Landlord do not make sense and in the absence of sufficient evidence regarding proof of service, I find that I cannot determine whether the signed One Month Notice was served.

The Landlord testified that the unsigned One Month Notice was served on October 17, 2019, which was two days after the Tenant had applied to dispute the notice. The signed and dated copy of the notice that was submitted in their evidence was dated September 30, 2019 although the Landlord's testimony was unclear as to when it was served other than through service of their evidence package on November 4, 2019.

Therefore, in the absence of evidence that would establish that the Tenant was served with a signed and dated One Month Notice as testified to by the Landlord, I am not satisfied that it was. As such, I find that the Tenant was served with a notice that was neither signed nor dated as shown in the Tenant's evidence and therefore find that the One Month Notice is not effective as it is not in compliance with Section 52 of the *Act*.

Accordingly, the Tenant's application to cancel the One Month Notice is successful. The One Month Notice is cancelled and of no force or effect. This tenancy continues until ended in accordance with the *Act*.

Conclusion

The One Month Notice does not comply with Section 52 of the *Act* and is therefore cancelled and of no force or effect. This tenancy continues until 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: November 14, 2019

---

Residential Tenancy Branch