



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC, FFT

Introduction

This hearing 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 landlord confirmed that he received the tenant's documentary evidence. The landlord did not submit any documentation for this hearing.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause be cancelled? If not, is the landlord entitled to an Order of Possession?

Is the tenant entitled to the recovery of the filing fee for this application from the landlord?

Background and Evidence

The tenant gave the following testimony. The tenant testified that the notice served to her from the landlord isn't dated. The tenant testified that the issues on the notice have been resolved and that the tenancy should continue.

The landlord gave the following testimony. The landlord testified that he issued the One Month Notice in August 2019 with a move out date of September 30, 2019. The landlord testified that he left the notice undated as he wasn't sure when the tenant was going to come see him to pay the rent. The landlord testified that he wanted to get the rent before issuing the notice.

Analysis

Section 52 of the Act addresses the issue before me 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.

The notice served by the landlord isn't dated, therefore, it does not comply with the form and content as required by section 52 of the Act, accordingly; I hereby cancel the One Month Notice to End Tenancy for Cause, it is of no effect or force.

The tenant is entitled to the recovery of the \$100.00 filing fee. The tenant is entitled to a one time rent reduction of \$100.00 from the rent due for December 2019.

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 *Manufactured Home Park Tenancy Act*.

Dated: November 05, 2019

Residential Tenancy Branch