



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LRE, OLC,

Introduction

On July 27, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") to cancel a One Month Notice To End Tenancy For Cause; for the Landlord to comply with the Act, Regulation or tenancy agreement and to suspend or set conditions on the Landlords right to enter the rental unit.

The matter was scheduled as a teleconference hearing. The Landlord and Tenant attended the hearing. The hearing process was explained, and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Residential Tenancy Branch Rules of Procedure permit an Arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. For example, if a party has applied to cancel a notice to end tenancy, or is applying for an order of possession, an Arbitrator may decline to hear other claims that have been included in the application and the Arbitrator may dismiss such matters with or without leave to reapply.

I find that the most important matter to determine is whether or not the tenancy is ending based on issuance of a notice to end tenancy. The Tenants other claims are dismissed with leave to reapply.

Issues to be Decided

- Is the tenancy ending based on issuance of a notice to end tenancy?

Background

The Landlord and Tenants both testified that the tenancy began on October 1, 2019 on a month to month basis. Rent in the amount of \$900.00 is to be paid to the Landlord by the first day of each month. The Tenants paid the Landlord a security deposit in the amount of \$450.00.

The Tenant testified that the Landlord wants to end the tenancy. The Tenant testified that the Landlord served her with a handwritten notice to end tenancy. The Tenant testified that on August 2, 2020 the Landlord posted another notice to end tenancy on her door. The Tenant testified that she received a One Month Notice to End Tenancy for Cause dated August 2, 2020 that does not contain a signature of the Landlord.

In reply, the Landlord provided testimony that she issued a hand-written notice to end tenancy and she also issued a One Month Notice to End Tenancy for Cause dated August 2, 2020. The Landlord confirmed that she neglected to sign the One Month Notice.

Analysis

Section 44 of the Act provides that a tenancy ends only if the tenant or landlord gives notice to end the tenancy in accordance with one of the following:

- (i) section 45 [tenant's notice];*
- (i.1) section 45.1 [tenant's notice: family violence or long-term care];*
- (ii) section 46 [landlord's notice: non-payment of rent];*
- (iii) section 47 [landlord's notice: cause];***
- (iv) section 48 [landlord's notice: end of employment];*
- (v) section 49 [landlord's notice: landlord's use of property];*
- (vi) section 49.1 [landlord's notice: tenant ceases to qualify];*
- (vii) section 50 [tenant may end tenancy early];*
- (b) the tenancy agreement is a fixed term tenancy agreement that, in circumstances prescribed under section 97 (2) (a.1), requires the tenant to vacate the rental unit at the end of the term;*
- (c) the landlord and tenant agree in writing to end the tenancy;*

- (d) the tenant vacates or abandons the rental unit;*
- (e) the tenancy agreement is frustrated;*
- (f) the director orders that the tenancy is ended;*
- (g) the tenancy agreement is a sublease agreement.*

Section 47 of the *Act* states that a notice to end tenancy must comply with section 52 of the *Act* [*form and content of notice to end tenancy*]. Section 52 of the *Act* states that 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, and*
- (e) when given by a landlord, be in the approved form.*

Based on the above, the testimony and evidence of the parties, and on a balance of probabilities, I find as follows:

The Landlord did not issue the Tenant with a notice to end tenancy in the proper form as required under section 52 of the *Act*. The letter verbal notice issued by the Landlord is of no force or effect. The One Month Notice to End Tenancy for Cause dated August 2, 2020 is unsigned and is therefore cancelled.

If the Landlord wants to pursue ending the tenancy, the Landlord must give notice in accordance with the requirements of section 44 and section 52 of the *Act*.

The Tenant's application requesting that a notice to end tenancy be cancelled is successful.

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

Conclusion

The Landlord did not issue a notice to end tenancy in the proper form as required under section 44 and 52 of the *Act*. The Landlord's handwritten notice to end the tenancy is of no force or effect. The unsigned One Month Notice to End Tenancy for Cause dated August 2, 2020 is cancelled.

The 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: August 31, 2020

Residential Tenancy Branch