



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PARHAR GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated October 15, 2020 ("1 Month Notice"), pursuant to section 47.

The landlord's agent ("landlord"), the tenant, and the tenant's advocate attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 44 minutes.

The landlord confirmed that she was the property manager for the landlord company named in this application and that she had permission to represent it at this hearing. The tenant confirmed that her advocate had permission to speak on her behalf at this hearing.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. The tenant confirmed receipt of the landlord's evidence. In accordance with section 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence.

At the outset of the hearing, the tenant confirmed that she received the landlord's 1 Month Notice, which does not include the name of the landlord or the signature at the bottom of the first page of the notice. I received the same copy of the notice from the tenant with her application. The landlord claimed that an unsigned copy may have been given to the tenant in error, even though the landlord also had a signed copy of it.

During the hearing, I notified both parties that the landlord's 1 Month Notice, dated October 15, 2020, did not comply with section 52(a) of the *Act*, which requires the landlord's signature. Both the tenant and I received an unsigned copy of the notice.

For the above reasons, I notified both parties that the landlord's 1 Month Notice, dated October 15, 2020, was cancelled and of no force or effect. I informed them that this tenancy continues until it is ended in accordance with the *Act*. Both parties confirmed their understanding of same.

Both parties engaged in settlement discussions during the hearing but were unable to reach a mutual agreement.

Conclusion

The landlord's 1 Month Notice, dated October 15, 2020, is cancelled and of no force or effect.

This tenancy continues until it is 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: January 12, 2021

Residential Tenancy Branch