



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

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.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and arguments. The landlord confirmed that he had received the tenant's documentary evidence. The landlord submitted documentary evidence to the Branch and alleges that he served the tenant as well. The tenant disputes that he received any documentation from the landlord.

Residential Tenancy Branch Rules of Procedure 3.16 addresses this issue as follows:

3.16 Respondent's proof of service:

At the hearing, the respondent must be prepared to demonstrate to the satisfaction of the arbitrator that each applicant was served with all their evidence as required by the Act and these Rules of Procedure.

The landlord has not provided sufficient evidence to support his claim that he served the tenant his documentary evidence as noted above, I therefore have not considered it in making a decision.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause be cancelled? If not, should the landlord be granted an order of possession?

Background and Evidence

The landlord gave the following testimony. The tenancy began on September 28, 2020 with a current monthly rent of \$1300.00 due on the first of each month. The landlord testified that the tenant breached the tenancy agreement by smoking cigarettes and

marijuana in the unit, storing numerous items in the garage even when he was asked not to, spilling kerosene all over the suite and cleaning motors in the suite. The landlord issued a One Month Notice to End Tenancy for Cause on October 22, 2020 and requests an order of possession.

The tenant gave the following testimony. The tenant testified that the notice is unsigned and therefore it is invalid and should be cancelled. The tenant testified that despite the unsigned notice, he adamantly denies the accusations of the landlord and submits that the landlord has not provided evidence to show that this tenancy must end.

Analysis

The tenant argues that the notice is invalid as it is not signed. Section 52 of the Act addresses that issue 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.

Both parties agreed that the notice to end tenancy is unsigned, accordingly; I cancel the One Month Notice to End Tenancy for Cause dated October 22, 2020.

Conclusion

The One Month Notice to End Tenancy for Cause dated October 22, 2020 is cancelled, it is of no effect or force. 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 *Residential Tenancy Act*.

Dated: January 22, 2021

Residential Tenancy Branch