



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL MNDCT OLC

This hearing dealt with the tenants' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property dated November 30, 2020 (2 Month Notice), for a monetary order in the amount of \$4,938.73, and for an order directing the landlord to comply with the Act, regulation or tenancy agreement.

The tenants, the landlord, and an agent for the landlord, PB (agent) attended the teleconference hearing. The parties provided affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing. The parties were also provided an overview of the hearing process. I have only considered the evidence that was served in accordance with the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). Words utilizing the singular shall also include the plural and vice versa where the context requires.

Neither party raised any concerns regarding the service of documentary evidence.

Preliminary and Procedural Matters

Rule 2.3 of the RTB Rules authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenants indicated several matters of dispute on the application, the most urgent of which is the application to cancel the 2 Month Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenants' request to cancel the 2 Month Notice at this proceeding. The balance of the tenants' application is dismissed, with leave to re-apply.

In addition to the above, the parties confirmed their email addresses at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to both parties.

Issue to be Decided

- Should the 2 Month Notice be cancelled?

Background and Evidence

A copy of the 2 Month Notice was submitted in evidence. The 2 Month Notice is dated November 30, 2020; however, it is not dated. While the agent claims the landlord signed their copy, the landlord failed to submit a copy of the 2 Month Notice, or any documentary evidence, for my consideration. As a result, the only 2 Month Notice before me is unsigned.

Analysis

Based on the documentary evidence and the testimony of the parties provided during the hearing, and on the balance of probabilities, I find the following.

2 Month Notice issued by landlord – Section 52 of the Act applies in this case and states:

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.

[emphasis added]

In the matter before me, I find the 2 Month Notice is not signed. The Act requires that notices to end tenancy issued by the landlord be signed by the landlord and the 2 Month Notice before me was not signed by the landlord.

As a result of the above, the 2 Month Notice is **cancelled** and is of **no force or effect**. The landlord is also reminded to fully complete all notices as required by section 52 of the Act in the future.

I ORDER the tenancy to continue until ended in accordance with the Act.

As the filing fee was waived, I do not grant it.

Conclusion

The 2 Month Notice dated November 30, 2020 is cancelled and is of no force or effect.

The tenancy shall continue until ended in accordance with the Act.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: February 23, 2021

Residential Tenancy Branch