



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNQ

Introduction

The hearing was convened in response to the Tenants' Application for Dispute Resolution, in which the Tenants applied to set aside a Two Month Notice to End Tenancy.

The Tenant stated that in February of 2021 the Dispute Resolution Package and the evidence the Tenants submitted to the Residential Tenancy Branch in February of 2021 were sent to the Landlord's business address by registered mail. The Tenants submitted Canada Post receipt that corroborates this statement, although I cannot read the date on the receipt. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Landlord did not appear at the hearing. As the documents were served in accordance with the *Act*, the hearing proceeded in the absence of the Landlord and this evidence was accepted as evidence for these proceedings.

On April 18, 2021 the Tenant submitted a document to the Residential Tenancy Branch. The Tenant stated that this document was not served to the Landlord as evidence for these proceedings, as it is a letter served to the Tenant by the Landlord. As the document was not served to the Landlord, the document was not accepted as evidence for these proceedings.

The Tenant was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The Tenant affirmed that she would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The Tenant was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. She affirmed she would not record any portion of these proceedings.

Issue(s) to be Decided

Should the Two Month Notice to End Tenancy be set aside?

Background and Evidence

The Tenant stated that this tenancy began approximately ten years ago.

The Tenant stated that she was served with the Two Month Notice to End Tenancy which was submitted in evidence for these proceedings. This Two Month Notice to End Tenancy is dated January 21, 2021; it declares that the rental unit must be vacated by March 31, 2021; and it is not signed by the Landlord. The Tenant stated that the Two Month Notice to End Tenancy she received from the Landlord was not signed by the Landlord.

The Tenant stated that the matter has been resolved and that it has been established that she qualifies for subsidized housing.

The Tenant stated that she is not certain if she should withdraw this Application for Dispute Resolution and she prefers to continue with the hearing.

Analysis

Section 49.1(2) of the *Act* authorizes a landlord to end a tenancy by giving notice to end the tenancy if the tenant or other occupant, as applicable, ceases to qualify for the rental unit. On the basis of the undisputed evidence, I find that the Landlord served the Tenant with a Two Month Notice to End Tenancy, which is the proper notice for serving notice to end the tenancy pursuant to section 49.1(2) of the *Act*.

Section 49.1(4) of the *Act* stipulates that a notice to end tenancy served under this section must comply with section 52 of the *Act*.

Section 52(a) of the *Act* stipulates that to be effective a notice to end tenancy must be signed and dated by the landlord or the tenant giving the notice. On the basis of the Two Month Notice to End Tenancy submitted in evidence and the testimony of the

Tenant, I find that Landlord did not sign the copy of the Two Month Notice to End Tenancy that was served to the Tenant. As the Two Month Notice to End Tenancy was not signed by the Landlord, I find that it does not comply with section 52(a) of the *Act*.

As the Two Month Notice to End Tenancy does not comply with section 52(a) of the *Act*, I find that the Notice is not effective. I therefore grant the Tenants' application to set aside this Two Month Notice to End Tenancy.

Conclusion

The Two Month Notice to End Tenancy is set aside and is of no force or effect.

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: May 03, 2021

Residential Tenancy Branch