



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDCT, LRE, PSF, LAT, FFT

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 46;
2. A Monetary Order for compensation - Section 67;
3. An Order restricting the Landlord’s entry - Section 70;
4. An Order for the provision of services or facilities - Section 65;
5. An Order allowing a lock change - Section 70; and
6. An Order for the recovery of the filing fee - Section 72.

This matter was set for a conference call hearing at 11:00 a.m. on this date. The Arbitrator called in to the hearing at the scheduled time. The line remained open while the phone system was monitored for ten minutes. The only Party who called into the hearing during this time was the Respondent who was ready to proceed. It was confirmed that the correct call-in numbers and participant codes were provided in the notice of hearing to the Applicant. As the Applicant did not attend the hearing to pursue the application, I dismiss the application without leave to reapply. The Landlords were given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy effective for ending the tenancy?

Is the Landlord entitled to an order of possession?

Background and Evidence

On March 29, 2021 the Landlord served the Tenant in person with a one month notice to end tenancy for cause (the "Notice"). The Tenant was served the Notice by a staff person not in attendance at the hearing. The copy of this Notice provided by the Tenant as evidence for this hearing did not include the Landlord's signature. The Landlord does not have a copy of the Notice served on the Tenant. The Landlord does not know if the Notice served to the Tenant was signed by the Landlord. The Landlord's copy of the Notice was signed by the Landlord.

Analysis

Section 52(a) of the Act provides that in order to be effective, a notice to end a tenancy must be in writing and must be signed and dated by the landlord or tenant giving the notice. Given the Tenant's copy of the Notice and the Landlord's uncertainty whether or not the Notice served on the Tenant was signed by the Landlord, I find on a balance of probabilities that the Notice given to the Tenant was not signed by the Landlord and is therefore not effective to end the tenancy.

Section 55(1) of the Act provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

- (a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

Although the Tenant's application has been dismissed, as the Notice does not comply with section 52, I find that I may not grant the Landlord an order of possession. The tenancy therefore continues.

Conclusion

The Tenant's application is dismissed. The Notice is not effective to end the tenancy and 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 Act.

Dated: August 09, 2021

Residential Tenancy Branch