



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER MANAGEMENT
COMPANY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC - MT

Introduction

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

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 66;
- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66.

Both parties participated in the teleconference. At the outset of the hearing the tenant stated that the One Month Notice to End Tenancy for Cause is invalid, but still wanted to go ahead with the hearing. As this issue was raised at the outset, I was required to address it.

Preliminary Issue – Validity of One Month Notice to End Tenancy for Cause

Each party submitted a copy of the Notice. The one provided by the tenant was unsigned, the one provided by the landlord was signed. On each copy of the Notice, the section that requires the issuer to fill in the address of the unit that is to be vacated, was left blank. Section 52 of the Act addresses the issue before me 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.

Based on the above, I hereby find that the notice is incomplete and invalid, it is of no effect or force.

Conclusion

The One Month Notice to End Tenancy for Cause dated March 12, 2021 with an effective date of April 30, 2021 is cancelled. 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: August 16, 2021

Residential Tenancy Branch