



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASALIDA HOLDINGS and [tenant name  
suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with The Tenant's Application for Dispute Resolution was made on July 12, 2021 (the "Landlord's Application"). The Tenant applied for the following relief, pursuant to the Residential Tenancy Act (the "Act"):

- to cancel a One Month Notice to End Tenancy for Cause.

The Tenant, the Tenant's Representative A.D., and the Landlord's Agent K.S. attended the hearing at the appointed date and time. At the start of the hearing, the Landlord's Agent acknowledged receipt of the Notice of Hearing and the Tenant's documentary evidence. As such, I find the above mentioned documents were sufficiently served pursuant to Section 71 of the Act.

The Landlord's Agent stated that she served the Tenant with the Landlord's documentary evidence around August 11 or 12, 2021. The Tenant stated that she has not received any documentary evidence from the Landlord. I find that the Landlord has provided insufficient evidence to demonstrate that the Tenant was sufficiently served pursuant to Section 88 of the Act. As such, the Landlord's documentary evidence will not be considered in this decision.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matters

At the start of the hearing both parties confirmed that the One Month Notice to End Tenancy for Cause which was served by the Landlord to the Tenant is not signed or dated by the Landlord.

I note that Section 55 of the Act states that in order for a Landlord to be granted an order of possession, the Landlord's notice to end tenancy must comply with Section 52 of the Act relating to form and content.

Section 52 of the Act States; 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.***

As the Notice is not signed or dated by the Landlord, I find the One Month Notice does not comply with Section 52 of the *Act*. In light of the above, I cancel the One Month Notice. I order that the tenancy continue until ended in accordance with the *Act*.

### Conclusion

The Tenant's Application is successful. The One Month Notice issued by the Landlord is cancelled. The tenancy will continue until ended in accordance with the *Act*.

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: November 12, 2021

---

Residential Tenancy Branch