



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FFT

Introduction

On August 4, 2021, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking to cancel a One Month Notice to End Tenancy for Cause dated July 27, 2021. On August 18, 2021 the Tenant submitted another Application for Dispute Resolution again seeking to cancel a One Month Notice to End Tenancy for Cause dated July 27, 2021. On August 19, 2021 the Tenant amended the application requesting more time to dispute a notice to end tenancy.

The Landlords agents (“the Landlord”) and the Tenant appeared at the hearing. The hearing process was explained, and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form and 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.

Background

The Landlords and Tenant testified that the tenancy began on June 1, 2015 and is on a month-to-month basis. Rent in the amount of \$1,095.34 is currently being paid to the Landlord by the first day of each month.

The Landlord served the One Month Notice to the Tenant. The One Month Notice has an effective date (the date the Tenant must move out) of August 31, 2021.

The Landlord cited the following reasons for ending the tenancy within the One Month Notice:

Tenant or a person permitted on the property by the Tenant has:

- *Significantly interfered with or unreasonably disturbed another occupant or the Landlord*
- *Seriously jeopardized the health or safety or lawful right of another occupant or the Landlord*

Tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the Landlord.

The One Month Notice provides information for tenants who receive the Notice. The Notice provides that a tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch. If a tenant does not file an Application within 10 days, the tenant is presumed to accept the Notice and must move out of the rental unit or vacate the site by the effective date set out on page 1 of the Notice. The One Month Notice does not contain a signature of the Landlord who issued the Notice. The Landlord printed the name of the corporate Landlord rather than signing the Notice.

The Landlord stated that their legal counsel informed them that they do not need to sign the notice to end tenancy. The Landlord stated that they did not want to divulge who issued the One Month Notice.

Analysis

Section 47 of the *Act* provides that a notice to end tenancy must comply with section 52 of the *Act* [*form and content of notice to end tenancy*].

Section 52 of the *Act* states that 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, and*
- (e) *when given by a landlord, be in the approved form.*

I find that the One Month Notice dated July 27, 2021 does not contain the signature of the Landlord who gave the Notice. I find that writing the name of the corporate Landlord in place of a signature of the person who issued the Notice is not sufficient.

The Landlord did not issue the Tenant with a notice to end tenancy in the proper form as required under section 52. The One Month Notice issued by the Landlord is of no force or effect and is cancelled.

Since the One Month Notice is cancelled, the Tenant's application to cancel the One Month Notice is successful.

The tenancy continues until ended in accordance with the Act

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Landlord to repay the \$100.00 fee that the Tenant paid to make application for dispute resolution. The Tenant is authorized to withhold \$100.00 from one (1) future rent payment. Recovery of the second filing fee is denied as the Tenant could have amended the first application.

If the Landlord wants to pursue ending the tenancy, the Landlord must issue a new One Month Notice to End Tenancy for Cause that complies with section 52 of the Act.

Conclusion

The Landlord did not issue the Tenant with a notice to end tenancy in the proper form as required under section 52 of the Act. The One Month Notice issued by the Landlord is not effective and is cancelled.

The tenancy continues 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: December 07, 2021

Residential Tenancy Branch