



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CORNERSTONE PROPERTIES  
LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, CNC, FFT

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for unpaid rent or utilities, an order cancelling a notice to end the tenancy for cause, and to recover the filing fee from the landlord for the cost of the application.

The tenant attended the hearing with Legal Counsel. An agent for the landlord also attended.

During the course of the hearing, the tenant advised that he was not served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. I find that the application for an order cancelling a notice to end the tenancy for unpaid rent or utilities was an error, and I dismiss that portion of the application.

Legal Counsel for the tenant gave opening submissions, and the landlord's agent was given the opportunity to respond.

I questioned the tenant about the notice that he received from the landlord, a copy of which has been provided for this hearing. A copy has also been provided by the landlord. However, the copy provided by the tenant does not contain a signature of the landlord. The law states:

- 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.

Since the landlord served an unsigned copy of a One Month Notice to End Tenancy for Cause, it is not effective, and I cancel it.

Generally, where a party is successful with an application, the party is entitled to recover the filing fee from the other party. In this case, the tenant was successful in obtaining a fee waiver, and therefore, I dismiss the tenant's application to recover the filing fee from the landlord.

### Conclusion

For the reasons set out above, the One Month Notice to End Tenancy for Cause dated August 30, 2021 is hereby cancelled and the tenancy continues.

The balance of the tenant's application is hereby dismissed without leave to reapply.

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 30, 2021

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Residential Tenancy Branch