



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Lookout Housing and Health Society and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPN

### Introduction

This hearing was convened in response to an application by the Landlord for an order of possession pursuant to section 55 of the *Residential Tenancy Act* (the “Act”).

The Tenant did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. The Landlord clarifies that they are seeking an order of possession on the basis of an undisputed one month notice to end tenancy for cause. No evidence of service was taken as the matter was otherwise determined as set out below.

### Issue(s) to be Decided

Is the notice to end tenancy effective?

### Background and Evidence

On March 31, 2021, the Landlord served the Tenant in person with a one month notice to end tenancy for cause dated March 31, 2020 (the “Notice”). The Landlord did not sign the Notice.

### 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. As the Notice was not signed, I find that the Notice is not effective to end the tenancy. The Landlord's claim for an order of possession is therefore dismissed. As this is the only claim in the application, in effect the application is dismissed in its entirety.

### Conclusion

The application is dismissed.

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: February 17, 2022

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Residential Tenancy Branch