



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC FFT

### Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (Act) by the tenants to cancel a 1 Month Notice to End Tenancy for Cause dated September 22, 2021 (1 Month Notice) and to recover the cost of the filing fee.

Tenant AO (tenant) and the landlord attended the teleconference hearing. The parties gave affirmed testimony and were provided the opportunity to ask questions during the hearing. I have reviewed all 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.

At the outset of the hearing, the tenant confirmed that they received evidence from the other party and that they had the opportunity to review that evidence prior to the hearing. The tenant also confirmed that they did not serve evidence other than the 1 Month Notice. I find the tenant was sufficiently served in accordance with the Act as a result.

### Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them.

### Issues to be Decided

- Should the 1 Month Notice be cancelled?
- If yes, are the tenants entitled to the recovery of the cost of the filing fee?

### Background and Evidence

A fixed-term tenancy began on November 1, 2020 and reverted to a month-to-month tenancy after April 30, 2020. A 1 Month Notice dated September 22, 2021 was received by the tenants on September 22, 2021. The tenants disputed the 1 Month Notice on September 22, 2021, which is the same date it was served and is within the 10 day timeline permitted under section 47 of the Act. Both parties submitted the 1 Month Notice submitted in evidence. Neither 1 Month Notice submitted by the parties is signed by the landlord. The landlord claims they did sign the 1 Month Notice.

### Analysis

Based on the testimony and evidence of the parties, and on a balance of probabilities, I find as follows.

If that neither copy of the 1 Month Notice submitted is signed by the landlord and as a result, I cannot accept the testimony of the landlord that they signed the 1 Month Notice. I make this finding due to the fact that both copies should have been signed if I were to rely on the landlord's testimony. Therefore, I find that the 1 Month Notice was not signed by the landlord as required by section 52 of the Act. Section 52 of the Act states:

### **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, and

(e) when given by a landlord, be in the approved form.  
[emphasis added]

Given the above, I find that the landlord issued a 1 Month Notice that invalid as it was not signed by the landlord as required by section 52 of the Act. Therefore, **I cancel** the 1 Month Notice dated September 22, 2021 as it is not a valid notice.

**I ORDER** the tenancy to continue until ended in accordance with the Act.

I do not find it necessary to consider the causes listed in the 1 Month Notice as it was not a valid notice.

As the tenants' application was successful, I grant the tenants the recovery of the \$100.00 filing fee pursuant to section 72 of the Act. **I authorize** the tenants a one-time rent reduction in the amount of **\$100.00** from a future month's rent in full satisfaction of the recovery of the cost of the filing fee pursuant to section 62(3) of the Act.

### Conclusion

The 1 Month Notice issued by the landlord dated September 22, 2021, has been cancelled and is of no force of effect. The tenancy has been ordered to continue until ended in accordance with the Act.

The tenants have been authorized to deduct \$100.00 for the filing fee from a future month's rent. This decision will be emailed to both parties.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: February 9, 2022

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Residential Tenancy Branch