



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AMOS REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on January 12, 2022 (the “Application”). The Tenant applied as follows:

- To dispute a One Month Notice to End Tenancy for Cause (the “Notice”)
- To recover the filing fee

The Tenant appeared at the hearing. Landlord M.M. appeared at the hearing with B.A., the agent for the Landlords. I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence. The only issue that arose was that the Tenant is missing a page of the Landlords’ documents which I have noted.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered the testimony of the parties and documentary evidence. I will only refer to the evidence I find relevant in this decision.

Issues to be Decided

1. Should the Notice be cancelled?
2. If the Notice is not cancelled, should the Landlords be issued an Order of Possession?

Background and Evidence

Two written tenancy agreements were submitted in evidence, one from 2016 and one from 2017, and both parties agreed these are accurate.

The Notice was submitted. The Notice is signed by B.A. but is not dated under “date signed”. The Notice has an effective date of February 15, 2022.

The parties agreed the Notice was posted to the Tenant’s door. B.A. testified that the Notice was posted January 04, 2022. The Tenant testified that they received the Notice January 04 or 05, 2022.

The Landlords sought to end the tenancy on the basis that the Tenant has a cat in the rental unit which was not acknowledged in the 2016 or 2017 tenancy agreement. B.A. testified that they witnessed cat urine and feces on the floor of the rental unit and the Landlords are concerned about damage and future problems due to the cat urine and feces.

The Tenant testified that they had their cat prior to moving into the rental unit and the Landlords were always aware of the cat. The Tenant testified that the cat stays outside and the feces observed was from a small dog that a visitor of theirs brought over.

Analysis

The Notice was issued pursuant to section 47 of the *Act*. The Tenant had 10 days from receipt of the Notice to dispute it pursuant to section 47(4) of the *Act*. I accept that the Tenant received the Notice January 04 or 05, 2022. The Application was filed January 12, 2022, within time.

Pursuant to section 47(3) of the *Act*, the Notice must comply with section 52 of the *Act*.

Section 52 of the *Act* 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...

(e) when given by a landlord, be in the approved form.

(emphasis added)

The Notice is signed, but not dated as required by section 52(a) of the *Act*. The effective date of the Notice is a different requirement pursuant to section 52(c) of the *Act* and is not sufficient to comply with section 52(a) of the *Act*. Given the Notice is not dated, it does not comply with section 52 or 47(3) of the *Act* and is not an effective notice to end tenancy. The Notice is cancelled. The tenancy will continue until ended in accordance with the *Act*.

Given the Tenant was successful in the Application, I award them \$100.00 as reimbursement for the filing fee pursuant to section 72(1) of the *Act*. Pursuant to section 72(2) of the *Act*, the Tenant can deduct \$100.00 from their next rent payment.

Conclusion

The Application is granted. The Notice is cancelled. The tenancy will continue until ended in accordance with the *Act*. The Tenant can deduct \$100.00 from their next rent payment.

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: April 11, 2022

Residential Tenancy Branch