



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC OLC FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause dated July 29, 2022 (1 Month Notice), for an order directing the landlord to comply with the Act, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenant, JA and YA for the tenant (JA and YA), and landlord agent JL (agent) attended the teleconference hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As both parties confirmed having received documentary evidence from the other party and that they had the opportunity to review that evidence prior to the hearing, I find the parties were sufficiently served in accordance with the Act.

Preliminary and Procedural Matter

The email addresses of the parties were confirmed at the outset of the hearing. The decision will be sent by email to both parties.

Issues to be Decided

- Should the 1 Month Notice to End Tenancy for Cause be set aside?
- If yes, is the tenant entitled to the recovery of the filing fee under the Act?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A month-to-month tenancy began on March 18, 2020. Monthly rent was originally \$1,000 but was decreased to \$375 per month due to a change in their status with the Ministry.

The tenant writes that they received the 1 Month Notice posted to their door on July 29, 2022. The 1 Month Notice is not signed by the agent.

The agent was asked why the 1 Month Notice was missing their signature and the agent stated that it was an oversight. The tenant disputed the 1 Month Notice on August 1, 2022.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

When a tenant disputes a 1 Month Notice on time, which the tenant did in this matter, the onus of proof reverts to the landlord to prove that the 1 Month Notice is valid and should be upheld. If the landlord fails to prove the 1Month Notice is valid, the 1 Month Notice will be cancelled.

Section 52 of the Act applies and 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,
- (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.

[emphasis added]

As the 1 Month Notice before me was not signed, I find that it does not comply with section 52 of the Act and **I set aside the 1 Month Notice as a result.**

I find it is not necessary to consider any other details related to the 1 Month Notice as it does not comply with section 52 of the Act.

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

As the tenant's application was successful, I grant the tenant a one-time rent reduction of **\$100** from a future month of rent in full satisfaction of the recovery of the filing fee pursuant to sections 62(3) and 72 of the Act.

Conclusion

The tenant's application is successful.

The 1 Month Notice is cancelled as it does not comply with section 52 of the Act.

The tenancy shall continue until ended in accordance with the Act.

The tenant has been granted a one-time rent reduction of \$100 from a future months' rent in full satisfaction of the recovery of the filing fee pursuant to sections 62(3) and 72 of the Act.

This decision will be emailed to both parties as indicated above.

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: December 20, 2022

Residential Tenancy Branch