



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Introduction**

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of a One Month Notice to End Tenancy For Cause, pursuant to section 47;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.

The hearing was conducted by conference call. All named parties attended the hearing. No issues were raised with respect to the service of the application and evidence submissions on file.

### **Preliminary Issue – Scope of Application**

*Residential Tenancy Branch Rules of Procedure*, Rule 2.3 states that, if, in the course of the dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

Aside from the application to cancel the Notice to End Tenancy, I am exercising my discretion to dismiss the remainder of the issues identified in the tenants' application with leave to reapply as these matters are not related. Leave to reapply is not an extension of any applicable time limit.

### **Issues**

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an order of possession?

### Background and Evidence

The tenancy for this basement unit began July 1, 2022. The monthly rent is \$1350.00 payable on the 1<sup>st</sup> day of each month.

The landlord served the tenant with an eviction notice by way of a letter dated September 8, 2022. Subsequently, on November 10, 2022 the landlord served the tenant with a One Month Notice which was in the approved form.

At the outset of the hearing, the tenant submitted that the landlord's One Month Notice was not signed by the landlord.

### Analysis

Section 47 of the Act contains provisions by which a landlord may end a tenancy for cause by giving a notice to end tenancy. Section 47(3) requires that a notice **must** comply with section 52 [form and content of notice to end tenancy].

Section 52 of the Act states as follows: **(emphasis for ease)**

#### **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.**

I find that the eviction letter dated September 8, 2022 was not in the approved form as required under section 52 of the Act. I find the One Month Notice dated November 10, 2022 did not meet the form and content requirements of this section as it was not signed by the landlord.

Conclusion

I allow the tenant's application to cancel the landlord's Notice to End Tenancy letter, dated September 8, 2022 and One Month Notice dated November 10, 2022, which are both hereby cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

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: January 27, 2023

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Residential Tenancy Branch