



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes

CNL, DRI (Tenant)
OPL, FFL (Landlord)

Introduction

This hearing took place by conference call based on cross Applications for Dispute Resolution filed by the parties.

The Tenant filed their application December 15, 2022. The Tenant applied:

- To dispute a Two Month Notice to End Tenancy for Landlord's Use of Property issued in November 2022 (the "November Notice")
- To dispute a rent increase that is above the amount allowed by law

The Landlord filed their application February 06, 2023. The Landlord applied:

- For an Order of Possession based on a Two Month Notice to End Tenancy for Landlord's Use of Property issued in January 2023 (the "January Notice")
- To recover the filing fee

The Tenant appeared at the hearing with Legal Counsel. The Tenant called a witness at the hearing. The Landlord appeared at the hearing with J.D. and M.M. (the "Landlords").

I dismissed the Tenant's request to dispute a rent increase that is above the amount allowed by law with leave to re-apply under rule 2.3 of the Rules of Procedure.

The Landlords did not want an Order of Possession based on the January Notice and said they only want an Order of Possession based on the November Notice. The Landlords withdrew their application.

I addressed service of the hearing package and evidence for the Tenant's application and there were no issues with service.

The parties were given a chance to provide relevant evidence and submissions. I have considered all evidence provided on the Tenant's application. I will only refer to the evidence I find relevant in this decision.

Issue to be Decided

1. Should the November Notice be cancelled?

Background and Evidence

A written tenancy agreement was provided and the parties agreed it is accurate.

The Tenant provided a copy of the November Notice, which is not signed. The Tenant said they never received a signed copy of the November Notice. The Landlords acknowledged the November Notice was not signed. The Landlords acknowledged they never re-issued a signed copy of the November Notice. The Landlords had no further submissions to make about serving an unsigned notice to end tenancy when asked.

I heard the parties on the grounds for the November Notice; however, I have not outlined the evidence on this point given my decision below.

Analysis

The Notice was issued under section 49(3) of the *Act*. Under section 49(7) of the *Act*, the Notice must comply with section 52 of the *Act*.

Section 52 of the *Act* deals with the form and content of a notice to end tenancy and 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...

The parties agree the November Notice was not signed and the Tenant was never given a signed copy of the November Notice. The November Notice does not comply with section 52 of the *Act* as required by section 49(7) of the *Act*. The November Notice is not valid and is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

Conclusion

The Notice is cancelled. The tenancy will continue until otherwise 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 *Act*.

Dated: May 19, 2023

Residential Tenancy Branch