



## **DECISION**

### **Introduction**

This hearing dealt with the Tenant's Application for Dispute Resolution under the Residential Tenancy Act (the Act) for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

This hearing dealt with the Landlord's Application for Dispute Resolution under the Residential Tenancy Act (the Act) for:

- an Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice) under sections 47 and 55 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

### **Preliminary Matters**

The following is uncontested:

- the Landlord provided the Tenant a One Month Notice dated July 22, 2024
- the Tenant received the One Month Notice by registered mail on June 27, 2024 – I have included the Canada Post tracking number on the cover page

Section 52 of the Residential Tenancy Act provides the following:

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.

Section 52 of the Act states in order to be effective, a notice to end a tenancy must be signed and dated by the Landlord giving the Notice. The One Month Notice dated July 22, 2024, does not have a valid date that it was signed by the Landlord as required under section 52 of the Act. The One Month Notice was provided to the Tenant on June 27, 2024, for the One Month Notice to be valid that date signed would have to be on or before June 27, 2024, not July 22, 2024.

## **Conclusion**

The One Month Notice of July 22, 2024, is cancelled and is of no force or effect.

This tenancy continues until it is ended in accordance with the Act.

The Tenant may deduct \$100.00 from future rent to recover the \$100.00 filing fee paid for their application in accordance with section 72 of the Act.

The Landlord's application is dismissed, without leave to reapply.

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: September 10, 2024

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Residential Tenancy Branch