



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REMAX LITTLE OAK REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This matter dealt with an application by the Landlord for an Order of Possession, a Monetary Order for unpaid rent and to recover the filing fee for this proceeding.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the “hearing package”) by registered mail on March 15, 2013. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded with both the Tenant and the Landlord in attendance.

At the start of the conference call it was discovered that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated March 4, 2013 was not signed by the Landlord. The Landlord said her copy was signed, but the copy submitted into evidence was not signed and the Tenant said her copy was not signed. Section 52(a) of the Act says in order for a Notice to End Tenancy to be effective it must be in writing and it **must** be signed and dated by the landlord or tenant giving the notice. Consequently the Notice to End Tenancy for Unpaid Rent or Utilities dated March 4, 2013 is not valid; therefore I dismiss the Landlord’s application with leave to reapply.

Conclusion

The Landlord's application is dismissed with 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 *Residential Tenancy Act*.

Dated: April 10, 2013

Residential Tenancy Branch

