



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC; FF

Introduction

This Hearing dealt with the Tenant's application cancel a *One Month Notice to End Tenancy for Cause* issued June 16, 2013 (the "Notice"); and to recover the cost of the filing fee from the Landlords.

The parties gave affirmed testimony and had an opportunity to be heard and respond to other party's submissions.

It was established that the Landlords' agent received the Notice of Hearing documents and copies of the Tenant's documentary evidence on July 5, 2013. It was also determined that the Tenant received the Landlords' documentary evidence, with the exception of a written submission by a co-tenant. The written submission was therefore excluded.

Preliminary Matter

The Landlords' address was corrected on the Tenant's Application.

Issue to be Decided

Should the Notice be cancelled?

Background and Evidence

This tenancy began on October 1, 2012. The Tenant is a co-tenant. The Landlord wishes to end the tenancy because the co-tenant alleges that the Tenant assaulted him.

The Tenant received the Notice on June 17, 2013.

The Landlord JT testified that she has no first-hand knowledge that the Tenant assaulted the co-tenant. She stated that she understands that if the tenancy ends, it ends for both the Tenant and the co-tenant. JT stated that she has nothing personal against either of them.

The Tenant denied that he had assaulted the co-tenant. He stated that police were called to the rental unit because of an altercation between the two of them, but that there was no assault and that no charges were laid.

The co-tenant did not attend to give testimony with respect to the alleged assault.

Analysis

Section 52 of the Act 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,
 - (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.

In this case, the Notice is not signed by the Landlord and therefore, I find that it is not a valid notice to end the tenancy.

The Tenant's application to cancel the Notice is granted.

The Tenant has been successful in his application and I find that he is entitled to recover the cost of the \$50.00 filing fee from the Landlords. Pursuant to the provisions of Section 72 of the Act, the Tenant may deduct \$50.00 from future rent due to the Landlords.

Conclusion

The Notice to End Tenancy issued June 16, 2013, is cancelled. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

The Tenant may deduct the cost of the filing fee, in the amount of \$50.00, from future rent due to the Landlords.

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: August 15, 2013

Residential Tenancy Branch

