



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") pursuant to section 47

Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an order of possession?

Background and Evidence

While the landlord could not provide a start date of the tenancy, the tenant estimated the tenancy began in 2013 on a month to month basis. Rent in the amount of \$425.00 is payable on the first of each month. The tenant remitted a security deposit in the amount of \$212.50 at the start of the tenancy. The tenant continues to reside in the rental unit.

The landlord could not establish service of the 1 Month Notice as it remains undated.

Analysis

Section 52 of the *Act* establishes that in order to be effective, a notice to end tenancy must be in writing and must be signed and dated by the landlord giving the notice. Based on the notice before me, which remains unsigned and undated by the landlord, I find the tenant was not served with an effective notice. Due to the ineffective notice, I find the landlord is not entitled to an order of possession and the tenancy continues until it is ended in accordance with the *Act*.

Conclusion

The tenant's application to cancel the 1 Month Notice is upheld.

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: October 04, 2016

Residential Tenancy Branch