



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This hearing dealt with a tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) to cancel a 1 Month Notice to End Tenancy for Cause that was not dated (1 Month Notice).

The tenant, an advocate for the tenant, KT (advocate), the landlord and a co-tenant witness, JJ (co-tenant) attended the teleconference hearing. The parties gave affirmed testimony and were provided the opportunity to ask questions during the hearing. I have reviewed all evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision. The co-tenant was not called as a witness during the hearing.

Neither party raised any evidentiary issues during the hearing.

The filing fee was waived for this application.

### Issue to be Decided

- Should the 1 Month Notice be cancelled?

### Background and Evidence

A fixed-term tenancy began on November 1, 2021 and converted to a month-to-month tenancy after December 31, 2021. Although the tenancy agreement was not provided the parties agreed to the contents of the tenancy agreement. The landlord described a co-tenancy agreement, where two tenants are listed for the same rental unit, the upper unit at the rental address.

The 1 Month Notice submitted in evidence is not dated by the landlord. In addition, the landlord confirmed that they did not keep a copy of the 1 Month Notice served upon the tenant.

### Analysis

Based on the testimony and evidence, and on a balance of probabilities, I find as follows.

The 1 Month Notice is not dated by the landlord as required by section 52 of the Act. Section 52 of the *Act* states:

#### **Form and content of notice to end tenancy**

##### **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.  
[emphasis added]

Given the above, **I find** that the landlord issued a 1 Month Notice that invalid as it was not dated by the landlord as required by section 52 of the Act. Therefore, **I cancel** the undated 1 Month Notice as it is not a valid notice.

Pursuant to section 62(3) of the Act, **I ORDER** the tenancy to continue until ended in accordance with the Act. I do not find it necessary to consider the causes listed in the 1 Month Notice as the 1 Month Notice was undated and does not comply with section 52 of the Act.

### Conclusion

The undated 1 Month Notice has been cancelled and is of no force or effect.

The tenancy has been ordered to continue until ended in accordance with the Act.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: July 12, 2022

---

Residential Tenancy Branch