



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied for:

1. An Order cancelling a notice to end tenancy - Section 47;
2. A Monetary Order for compensation - Section 67;
3. An Order for a rent reduction - Section 65;
4. An Order for repairs - Section 32;
5. An Order for the provision of services or facilities - Section 65;
6. An Order restricting the Landlord’s entry - Section 70;
7. An Order for the Landlord’s compliance - Section 62; and
8. An Order to recover the filing fee for this application - Section 72.

The Landlord applied for:

1. An Order of Possession - Section 55; and
2. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Parties each confirm receipt of the other’s evidence and are prepared to proceed.

Preliminary Matter

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be

dismissed with or without leave to reapply. As none of the claims, other than the filing fee, made in addition to the claim to cancel the notice to end tenancy are related to whether or not the tenancy ends, I dismiss the other claims with leave to reapply. The claim for recovery of the filing fee will be determined on the Tenant's success or failure of the claim to cancel the notice to end tenancy.

Issue(s) to be Decided

Is the notice to end tenancy effective to end the tenancy?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Is the Tenant entitled to recovery of the filing fee?

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The following are agreed facts: the tenancy under written agreement started on November 1, 2022. Rent of \$1,850.00 is payable on the last day of each month. At the outset of the tenancy the Landlord collected \$925.00 as a security deposit. On March 2, 2023 the Landlord gave the Tenant a one month notice to end tenancy for cause dated March 2, 2023 (the "Notice"). The Landlord did not sign the Notice. The Tenant's submissions for disputing the Notice notes the lack of a signature.

Analysis

Section 52(a) of the Act provides that in order to be effective, a notice to end a tenancy must be in writing and must be signed and dated by the landlord or tenant giving the notice. Based on the agreed facts that the Landlord did not sign the Notice and as this was raised by the Tenant in the Tenant's dispute of the Notice, I find that the Notice is not effective to end the tenancy and that it would not be reasonable in the circumstances to amend the Notice at the hearing. The Notice is therefore cancelled, and the tenancy continues. As the Tenant has been successful with this claim I find that

the Tenant is entitled to recovery of the **\$100.00** filing fee and the Tenant may deduct this amount from future rents payable.

As the Notice is not effective to end the tenancy I find that the Landlord is not entitled to an order of possession and I dismiss this claim. As the Landlord's claim has not been successful I find that the Landlord is not entitled to recovery of their filing fee and in effect the Landlord's application is dismissed in its entirety.

Conclusion

The Notice is cancelled, and the tenancy continues.

The Landlord's application is dismissed.

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: April 17, 2023

Residential Tenancy Branch