



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

CNR, CNC and FF

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application to set aside a Notice to End Tenancy for Unpaid Rent, to set aside a Notice to End Tenancy for Cause, and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

The Tenant stated that she personally served the Respondent with the initials "SJ" with copies of the Application for Dispute Resolution and Notice of Hearing at his place of business on September 25, 2009. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Landlord did not appear at the hearing.

Issue(s) to be Decided

The issue to be decided is whether the Notice to End Tenancy for Cause, served pursuant to section 47, of the *Act* and/or the Notice to End Tenancy for Unpaid Rent, served pursuant to section 46 of the *Act* should be set aside, and whether the Tenant is entitled to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

Background and Evidence

The Tenant stated that she was served with a Ten Day Notice to End Tenancy for Unpaid Rent, which she submitted in evidence. This Notice is signed and dated by the Respondent with the initials "SJ", but it does not note the date when the Tenant is required to vacate the rental unit.

Residential Tenancy Branch
Ministry of Housing and Social Development

The Tenant stated that she was served with a One Month Notice to End Tenancy for Cause, which she submitted in evidence. This Notice is signed and dated by the Respondent with the initials "SJ", and declares that the Tenant must vacate the rental unit by October 10, 2009. The reasons stated for the Notice to End Tenancy were that the Tenant is repeatedly late paying rent; that the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; that the Tenant or a person permitted on the property by the Tenant has put the Landlord's property at significant risk; and that the Tenant knowingly gave false information to a prospective tenant or purchaser.

The Tenant stated that the reasons cited on the One Month Notice to End Tenancy For Cause are not true. The Landlord did not attend the hearing in support of the Notice to End Tenancy for Cause.

Analysis

Section 46(1) of the *Act* stipulates that a landlord may end a tenancy if rent is unpaid on any day after the rent is due by giving a notice to end tenancy. Section 46(2) of the *Act* stipulates that a notice to end tenancy under this section must comply with section 52 of the *Act*. Section 52(c) of the *Act* stipulates that to be effective a Notice to End Tenancy must state the effective date of the Notice.

In the circumstances before me I find that the Notice to End Tenancy For Unpaid Rent that was served on the Tenant did not declare the effective date of the Notice. I therefore find that the Notice is not effective, as the Landlord did not comply with section 52(a) of the *Act*. On this basis, I grant the Tenant's application to set aside the Notice to End Tenancy For Unpaid Rent.

As the Landlord did not attend the hearing in support of the Notice to End Tenancy for Cause and the Tenant stated that the reasons cited on the One Month Notice to End Tenancy For Cause that she receive were not true, I find that the Landlord has not established that it has sufficient grounds to end this tenancy. On this basis, I grant the Tenant's application to set aside the Notice to End Tenancy For Cause.

Conclusion

As I have set aside the One Month Notice to End Tenancy and the Ten Day Notice to End tenancy for Unpaid Rent, I Order that this tenancy shall continue until it is ended in accordance with the *Act*.



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
Ministry of Housing and Social Development

As the Tenant's Application for Dispute Resolution has merit, I find that the Tenant is entitled to compensation for the fee she paid to file this Application for Dispute Resolution. I hereby authorize the Tenant to reduce her next monthly rent payment by \$50.00 in compensation for the filing fee she paid.

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: November 05, 2009.

Dispute Resolution Officer