

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with the tenant's application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent. The landlord did not appear at the hearing. The tenant testified that he served the landlord with notification of this hearing by giving the hearing documents to the landlord's staff in person within three days of the Notice of Hearing being generated. The tenant testified he has a receipt from the landlord's staff person acknowledging receipt of the dispute documents. I was satisfied the tenant served the landlord in a manner that complies with the Act and I proceeded to hear from the tenant without the landlord present.

Issues(s) to be Decided

Is there a basis to cancel the Notice to End Tenancy for Unpaid Rent?

Background and Evidence

The tenant testified that he received a 10 Day Notice to End Tenancy for Unpaid Rent on March 24, 2010. The tenant provided a copy of the Notice as evidence for this hearing. The Notice indicates the tenant failed to pay rent in the amount of \$2,965.00 due March 1, 2010. The Notice has an effective date of April 3, 2010 and is signed by the landlord's agent. The agent indicated the date the Notice was issued was "March".

The tenant acknowledged owing some rent to the landlord was not clear how much was owed. The tenant indicated he is very willing to reach an agreement with the landlord with respect to a payment arrangement.

Analysis

Section 46 of the Act provides that the landlord may end a tenancy for unpaid rent and that the landlord must issue a Notice to End Tenancy that complies with section 52 of the Act.

Section 52 of the Act provides that the Notice must be signed and dated and be in the approved form. The approved form provides for space to indicate the date the landlord signs the Notice. I find that the landlord failed to sufficiently date the Notice in the space provided and that the Notice does not comply with the requirements of section 52 of the Act. Therefore, I find the Notice invalid and unenforceable.

In light of the above findings, the Notice is hereby cancelled and the tenancy continues until such time it legally ends under the Act.

The parties are encouraged to resolve this dispute between themselves if possible and for the landlord to provide the tenant with an accounting of the rent that is outstanding. The landlord remains at liberty to issue another 10 Day Notice if a resolution cannot be reached between the parties and the rent remains outstanding.

Conclusion

The Notice to End Tenancy for Unpaid Rent has been cancelled and set aside with the effect that this tenancy continues.

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: May 14, 2010.

Dispute Resolution Officer

