



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

CNR and LRE

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 and to have conditions set on the Landlord's right to enter the rental unit. At the hearing the Tenant withdrew the request to have conditions set on the Landlord's right to enter the rental unit.

The Tenant stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Landlord via registered mail at the address noted on the Application, on September 22, 2010. The Tenant cited a tracking number to corroborate this statement. 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 Unpaid Rent, served pursuant to section 46 of the *Residential Tenancy Act (Act)*, should be set aside.

Background and Evidence

The Tenant stated that this tenancy began on August 15, 2010 and that she had agreed to pay monthly rent in the amount of \$775.00.

The Tenant stated that a Ten Day Notice to End Tenancy for Unpaid Rent was personally served to her on September 19, 2010, a copy of which was submitted in evidence. The Notice declares that the Tenant had not paid rent of \$750.00. The Notice declares that the Tenant must vacate an address which she believes to be the Landlord's residence. The Notice does not specify the date that the Tenant must vacate, which is commonly referred to as the "effective date".

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 Ten Day Notice to End Tenancy dated September 16, 2010 has no force or effect, as it does not state the effective date of the notice as required by section 52(c) of the *Act*.

Conclusion

As I have determined that the Ten Day Notice to End Tenancy dated September 16, 2010 has no force or effect, I grant the Tenant's request to set aside this Notice. This tenancy will continue until it has been ended in accordance with the *Act*.

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 21, 2010.

Dispute Resolution Officer