

Decision

Dispute Codes:

MNR, OPR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on a Notice to End Tenancy for Unpaid Rent and a monetary order for rent owed. Both parties appeared and gave testimony during the conference call.

Issue(s) to be Decided

The landlord was seeking an Order of Possession and a monetary order claiming rental arrears and the issues to be determined based on the testimony and the evidence are:

- Whether or not the landlord is entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent
- Whether or not the landlord is entitled to monetary compensation for rental arrears owed and loss of rent.

Background and Evidence

The landlord submitted into evidence a copy of a 10-Day Notice to End Tenancy with the landlord's signature at the bottom, but no date. No other evidence was submitted.

The landlord testified that the tenancy began in 2008 with rent set at \$800.00 but the tenant had fallen into arrears. No written tenancy agreement was in evidence and no security deposit was paid. The landlord testified that the tenant failed to pay rent and despite an agreement to catch up, never paid the entire amount of the arrears. The landlord testified that the tenant had not vacated and the landlord requested an Order of Possession and a monetary order for rent owed based on the Notice.

Analysis

Based on evidence of the landlord, I find that the tenant was served with the a Notice to End Tenancy for Unpaid Rent by serving it in person.

Section 46 of the Act states that a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice. However, the Act also states that a notice under this section must comply with section 52 *[form and content of notice to end tenancy]*.

Section 52 states that, in order to be effective, a notice to end a tenancy must be in writing and must also:

(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.

In this instance, I find that the landlord did not serve a complete Notice to the tenant because it was missing the date beneath the landlord's signature and therefore the notice is invalid. I find that the landlord must serve another two-page Notice to the tenant for it to be effective.

Based on the above facts I find that the landlord is not entitled to an Order of Possession nor a monetary order due to the defective Ten-Day Notice.

Conclusion

I hereby dismiss the landlord's application in its entirety without leave.

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 2010.

Dispute Resolution Officer