



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR

Introduction

This Hearing was scheduled to hear the Tenant's application to cancel a Notice to End Tenancy for Unpaid Rent (the "Notice").

Both parties gave affirmed testimony at the Hearing.

The Tenant served the Landlord with the Notice of Hearing documents and her documentary evidence by leaving the documents with an agent of the Landlord at the Landlord's place of business on May 13, 2011.

The Landlord's agent served the Tenant with copies of the Landlord's evidence by posting the documents to the Tenant's door on May 30, 2011.

Background and Evidence

The Landlord's agent gave the following affirmed testimony and documentary evidence:

- A copy of the tenancy agreement was provided in evidence. This tenancy began on May 1, 2010. Monthly rent is \$859.00, due on the first day of each month.
- The Tenant did not pay rent on May 1, 2011. The Landlord issued the Notice and posted it to the Tenant's door on May 3, 2011 with a witness present. The Landlord provided a Proof of Service document in evidence.
- The Tenant remains in the rental unit and has not paid any rent for May or for June, 2011.

The Tenant gave the following affirmed testimony:

- The Tenant did not pay rent for May, 2011, because the Tenant moved out of the rental unit on or about April 28, 2011.
- The Tenant did not give the Landlord notice that she was moving out of the rental unit.
- The Tenant submitted that the Notice was not valid because it did not contain the year that the rent was due, only the month and day.

Analysis

It is important to note that both parties provided testimony that was irrelevant to the Tenant's application. I explained to the parties that the Hearing was set to determine the Tenant's application to cancel the Notice and that the parties were at liberty to file applications and serve the other party with proper notice of such applications. Only the testimony relevant to the Tenant's application filed May 10, 2011 is described in this Decision.

The Tenant did not give the Landlord one month's written notice that she was moving out of the rental unit and therefore the Landlord was not aware that the Tenant moved out of the rental unit.

With respect to the Tenant's submission that the notice is not valid, I find that a reasonable person would understand that the Notice was for unpaid rent for May 1, 2011. The remainder of the Notice is signed and dated by the Landlord; gives the address of the rental unit; states the effective date of the Notice; and is in the approved form. Therefore, the Notice is an effective Notice pursuant to the provisions of Section 52 of the Act.

I find that the Notice is a valid notice and I dismiss the Tenant's application to cancel the Notice to End Tenancy.

Section 55(1) of the Act states:

Order of possession for the landlord

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,

(a) the landlord makes an oral request for an order of possession, and

(b) the director dismisses the tenant's application or upholds the landlord's notice.

I asked both parties if they had any further questions before closing the conference.

The Landlord's agent did not request an Order of Possession and therefore is not provided with one.

Conclusion

The Tenant's application is dismissed without leave to re-apply.

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: June 07, 2011.

Residential Tenancy Branch