



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR

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 Utilities.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask questions, and to make submissions to me.

Issue(s) to be Decided

The issue to be decided is whether the Notice to End Tenancy for Unpaid Rent and Utilities, served pursuant to section 46 of the *Residential Tenancy Act (Act)*, should be set aside.

Background and Evidence

The Landlord and the Tenant agree that a Ten Day Notice to End Tenancy for Unpaid Rent and Utilities was personally served on the Tenant on September 26, 2011. The Notice indicated that the Notice would be void if the Landlord received \$270.00 within five days after the Tenant is assumed to have received the Notice.

The Tenant submitted a copy of the Notice to End Tenancy, which is not properly dated, although the month and year has been entered.

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(a) of the *Act* stipulates that to be effective a notice to end tenancy must be signed and dated by the landlord or the tenant giving the notice. In the circumstances

before me I find that Ten Day Notice to End Tenancy that is the subject of this dispute was not properly dated, as the date provided only includes the month and the year. I therefore find that this Notice was not effective, as the Landlord did not comply with section 52(a) of the *Act*.

Conclusion

As the Notice to End Tenancy that was served on the Tenant was not effective, I grant the Tenant's application to set aside the Notice. This tenancy shall continue until it is 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 26, 2011.

Residential Tenancy Branch