



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel two notices to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant and the landlord's agent.

The tenant clarified, during the hearing that she had not filed intended to dispute a 1 Month Notice to End Tenancy for Cause, as such I amend the tenant's Application to consider only an application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent.

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to cancel a 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to Sections 46 and 52 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree the tenancy began on March 1, 2012 with the tenants moving in on February 22, 2012 on a month to month basis for a monthly rent of \$725.00 due on the 1st of each month with a security deposit of \$362.50 paid.

The tenant submitted into evidence a 1 Month Notice to End Tenancy for Cause that had been altered to read "10 Day Notice to End Tenancy for Cause" with a handwritten notation of an amount owing of \$362.50 plus keys of \$30.00. The parties agree the landlord served this notice to the tenant on April 2, 2012. The second page of the notice submitted is the 2nd page usually attached to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

Analysis

Section 46 of the *Act* allows a landlord to 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 and that a notice issued under this section must comply with Section 52 of the *Act*.

Section 52 states that in order to be effective a notice to end tenancy must be in writing and must be signed and dated by the landlord giving the notice; give the address of the rental unit; state the effective date of the notice; state the grounds for ending the tenancy, and **when given by the landlord, be in the approved form.**

As the landlord has issued the altered a notice that is a 1 Month Notice to End Tenancy for Cause converted into a "10 Day Notice to End Tenancy for Cause" I find the landlord has failed to comply with the Section 52 requirement to issue a 10 Day Notice to End Tenancy for Unpaid Rent in the approved form.

Conclusion

For the reasons noted above, I order the tenant may disregard the Notice to End Tenancy issued by the landlord on April 2, 2012 and the tenancy currently remains in full force and effect.

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: April 25, 2012.

Residential Tenancy Branch