



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

At the onset of the Hearing, confirmation of the Landlord’s application was sought. The Landlord states that although the application does not include a request for an Order of Possession, the Landlord intended to request such an Order and is seeking such an Order. The decision on this request was reserved in light of other inconsistencies noted in the Landlord’s evidentiary materials and application.

The Landlord states that the 10 day Notice to End Tenancy (the “Notice”) was served on the Tenant on January 31, 2012 by registered mail, however it is noted that the copy of the Notice supplied as evidence by the Landlord is dated February 9, 2012. The Landlord was unable to provide an explanation. The Tenants confirmed that they received a 10 day Notice to End Tenancy however, in addition to other inconsistencies between their copy of the Notice and the Notice provided as evidence by the Landlord, the Tenants state that their notice is undated, unsigned, without an effective date and is only one page.

Section 52 of the Act provides as follows:

In order to be effective, a notice to end a tenancy must be in writing and must

- (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.

Given the evidence submitted by the Landlord and considering the evidence of deficiencies in the Notice by the Tenants, I find that the Landlord has failed to substantiate that the Notice provided to the Tenant is an effective notice as required by the Act. Accordingly, I dismiss the Landlord's application.

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 24, 2012.

Residential Tenancy Branch