



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

MNR, OPR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord seeking an Order of Possession based on a Notice to End Tenancy for Unpaid Rent and a monetary order for rent owed.

Despite being served by registered mail on July 9, 2012, the tenant did not appear.

At the outset of the hearing, the landlord advised that the tenant had already vacated the rental unit on July 23, 2012. Therefore, the request for an order of possession is moot. The landlord still seeks a monetary order for rent for June and July 2012.

Issue(s) to be Decided

The landlord was seeking an Order of Possession and a monetary order for rental arrears. The issue to be determined based on the evidence is whether or not the landlord is entitled to monetary compensation for rental arrears owed.

Background and Evidence

The landlord testified that the tenancy began in September 2011. The rent was \$1,300.00 per month and a security deposit of \$1,300.00 was paid. Copies of email communications were submitted into evidence in support of the claim. No tenancy agreement was in evidence and the landlord was permitted to fax in a copy of the Ten Day Notice to End Tenancy for Unpaid Rent.

Only the first page of the two-page 10-Day Notice to End Tenancy was received and portions of the first page of the Notice were not completed.

Analysis

Section 26 of the Act states that rent must be paid when it is due, under the tenancy agreement, whether or not the landlord complies with the Act, the Regulations or the tenancy agreement. In this instance, I find that the tenant did not pay the rent when rent was due.

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, section 52 of the Act, *[form and content of notice to end tenancy]*, 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.** (my emphasis)

I find that, in order to be enforceable, the Notice issued and served must strictly comply with the Act. In this instance, the landlord's evidence does not prove that a valid and complete Notice was served.

Given the above, I find that the landlord is not entitled to an Order of Possession nor a monetary order based on the incomplete Ten-Day Notice that is in evidence.

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: July 30, 2012.

Residential Tenancy Branch