



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This application was brought by the tenant seeking to have set aside a Notice to End Tenancy for unpaid rent dated August 1, 2012.

Issue(s) to be Decided

Should the Notice to End Tenancy of August 1, 2012 be upheld or set aside?

Background and Evidence

This tenancy, in one of four rooms in the rental building, began on July 6, 2012. Rent is \$375 per month due on the first day of the month and according to the tenant, the security deposit is covered by a head tenant's deposit, a claim not contradicted by the landlord.

There is no written rental agreement and the landlord was advised of the requirement to create one under the Act and the advantages of doing so.

During the hearing, the tenant stated that he had paid the rent due on August 1, 2012 by sliding it under the head tenant's door as instructed to do by the landlord. He later learned she was away for eight days and apparently had not forwarded the rent to the landlord.

The tenant stated that during subsequent conflict, he had suffered injuries requiring hospitalization at the hands of other tenants. As a result, the tenant has left the rental unit and does not wish to return. However, he did request a ruling on the Notice to End Tenancy.

Analysis

Section 46(1) 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."

In the present matter, I note that the 10 Day Notice to End Tenancy is dated August 1, 2012 which is not a day "after" the rent is due.

In addition, I note that the heading on the prescribed form has been amended to change the "10" to a "4," consistent with the end of tenancy date of August 4, 2012 stated on the Notice.

Therefore, I find that the Notice to End Tenancy and date of issuance are sufficiently defective to render the notice unenforceable and it is set aside.

Conclusion

The Notice to End Tenancy is set aside, although the tenant states that he has vacated the rental unit and does not wish to return.

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: September 07, 2012.

Residential Tenancy Branch