



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding West Hotel Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR

This hearing dealt with the tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act"), seeking to cancel a 10 day Notice to End Tenancy (the "10 Day Notice").

The tenant attended the hearing. The tenant provided affirmed testimony, was provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice") was considered. The tenant testified that he personally served the front desk clerk on April 15, 2013 before noon, and that the male front desk clerk advised him that he would give the package to the owner of the hotel. The tenant testified that he has been renting a rental unit at the hotel for the past eight years.

Based on the undisputed testimony of the tenant, I accept that the landlord or an agent of the landlord was sufficiently served with Notice of a Dispute Resolution Hearing.

### Issue to be Decided

- Should the 10 Day Notice be cancelled?

### Background and Evidence

The tenant testified that a month to month tenancy agreement began on June 1, 2005. The tenant stated that he has lived in the same rental unit for the past eight years and that monthly rent in the amount of \$325.00 was due on the first day of each month at the start of the tenancy, and was increased over the course of the tenancy to the current monthly rent of \$403.00. The tenant stated that he paid a security deposit between \$150.00 and \$175.00 at the start of the tenancy, however, could not recall the exact amount of the security deposit he paid. The tenant stated that he was not provided a

copy of the written tenancy agreement, but stated that he signed a written tenancy agreement at the start of the tenancy.

The tenant submitted a copy of the 10 Day Notice in evidence. The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, had the “Unpaid Rent or Utilities” portion crossed out and replaced with the following text:

“For Taking Fridge Out Unit That’s Not His Until Owner Came Back Was Told By Manager To Leave It There”.

[reproduced as written]

The 10 Day Notice was dated April 13, 2013 with an effective vacancy date of April 28, 2013. The tenant stated that he was served with the 10 Day Notice on April 13, 2013 and disputed the 10 Day Notice on April 15, 2013.

### Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

**10 Day Notice issued by landlord – I find** the 10 Day Notice issued by the landlord to be an invalid notice. Therefore, **I cancel** the 10 Day Notice. A 10 Day Notice to End Tenancy for Unpaid Rent or Utilities under section 46 of the *Act* is strictly for unpaid rent or utilities. Changing the title of the 10 Day Notice has no force or effect under the *Act*.

**I caution** the landlord that serving invalid notices under the *Act* could result in the tenant applying for monetary compensation under the *Act*, if the tenant is put into a position of having to dispute future invalid notices under the *Act*.

### Conclusion

I cancel the 10 Day Notice issued by the landlord as it is an invalid notice that has no force or effect.

I caution the landlord not to issue invalid notices under the *Act*.

For the benefit of both parties, I am including a copy of *A Guide for Landlords and Tenants in British Columbia* with my Decision.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: May 09, 2013

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Residential Tenancy Branch

