



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mt. Benson Senior Citizens Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice").

The parties appeared and preliminary information was addressed.

I have reviewed all oral and documentary evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities?

Background and Evidence

The documentary evidence submitted by the tenant shows that he received a 10 Day Notice for Unpaid Rent or Utilities from the landlord, dated May 30, 2013.

The Notice, instead of listing unpaid rent or unpaid utilities which may have been past due, listed that the tenant owed a security deposit of \$180.

Although not relevant in this situation, the tenant denied that he owed a security deposit and the landlord's agents contended that he did by virtue of the tenancy agreement.

Analysis

Section 46 (1) of the Residential Tenancy Act allows a landlord to serve a 10 Day Notice to end the tenancy if the tenant has failed to pay rent on any day after it is due. The Notice in question here issued by the landlord failed to allege that the tenant owed unpaid rent; instead the Notice listed a security deposit owed.

Section 47 (1) of the Residential Tenancy Act allows the landlord to serve to the tenant a 1 Month Notice to end the tenancy if certain causes listed in this section apply. One of the causes listed alleges that the tenant has failed to pay a security deposit within 30 days of the date it was due to be paid under a tenancy agreement.

In the case before me, I find the landlord served the tenant an improper notice seeking to end the tenancy, as they could not attempt to end the tenancy by serving the tenant a Notice issued pursuant to Section 46 of the Act, dealing with unpaid rent.

Based on these findings, I find that the 10 Day Notice to End Tenancy issued in this matter is not valid for failure to comply with the Act and I order it to be cancelled. The Notice is of no force or effect and the tenancy will continue until ended in accordance with the *Act*.

Conclusion

The landlord's 10 Day Notice to End Tenancy dated May 30, 2013, is not valid for failure to comply with the Act; therefore, the tenant is granted an order dismissing the 10 Day Notice to End Tenancy.

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* and is being mailed to both the applicant and the respondent.

Dated: June 27, 2013

Residential Tenancy Branch