



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, FF

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant and the landlord.

During the hearing, the landlord did not verbally request an order of possession should the tenant be unsuccessful in her Application.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 46, 52, 67, and 72 of the *Residential Tenancy Act (Act)*

### Background and Evidence

The parties agree the tenancy began in April 2012 as a fixed term tenancy that has since converted to a month to month tenancy for a monthly rent of \$1,850.00 due on the 1<sup>st</sup> of each month with a security deposit of \$925.00 paid.

The landlord testified that on September 10, 2013 he posted to the tenant's rental unit door one page of the two page 10 Day Notice to End Tenancy for Unpaid Rent with an effective date of September 10, 2013 citing the tenant had failed to pay rent in the amount of \$1,850.00 for the month of September, 2013.

The tenant acknowledges that she has not paid rent for the months of September and October 2013 but that she is able to pay the outstanding rent at any time and will be able to pay rent for November 2013 on time.

### Analysis

Section 46 of the *Act* allows a landlord to end a tenancy if rent is unpaid on any day after the day it is due by giving the tenant notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.

Section 52 of the *Act* stipulates that for a notice to end tenancy issued by the landlord to be effective the notice must be in writing; be signed and dated by the landlord; give the address of the rental unit; state the effective date of the notice; state the grounds for ending the tenancy and be in the approved form.

As the parties agree that the 10 Day Notice to End Tenancy for Unpaid Rent issued by the landlord on September 10, 2013 was not served with the second page of the Notice I find the landlord failed to serve a Notice to End Tenancy that was in the approved form and as such, I find the Notice is not enforceable.

I do, however, caution the tenant that she must pay rent for the months of September and October 2013 immediately.

### Conclusion

For the reasons noted above, I grant the tenant's Application and cancel the 10 Day Notice to End Tenancy for Unpaid Rent issued on September 10, 2013 and find the tenancy will remain in full force and effect.

I find the tenant is entitled to monetary compensation pursuant to Section 67 in the amount of **\$50.00** comprised of the fee paid by the tenant for this application.

I order the tenant may deduct this amount from a future rent payment, pursuant to Section 72(2)(a).

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: October 28, 2013

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Residential Tenancy Branch