



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, CNR

### Introduction

This is an application for a Monetary Order for \$25,000.00, and a request to cancel a Notice to End Tenancy.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on October 4, 2013 however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Is the applicant entitled to a Monetary Order for \$25,000.00?

Has the applicant shown that a Notice to End Tenancy should be canceled?

### Background and Evidence

The applicant testified that:

- The claim for \$25,000.00 is for wages he believes owed to him by the landlord, and therefore he is going to pursue that claim through the courts.
- He received the Notice to End Tenancy from the landlord on September 29, 2013.

- He does not believe that the Notice to End Tenancy that was given to him is a valid notice as it has not been signed or dated. He is therefore requesting that the notice be canceled.

### Analysis

Since the applicant has stated that the \$25,000.00 claim is for wages owed to him, the Residential Tenancy Act would not have jurisdiction over this portion of the claim and therefore the tenant is correct when he stated that he will need to pursue that portion of the claim through the courts.

As far as the Notice to End Tenancy is concerned, I have reviewed the notice and it's my finding that it is not a valid notice as it has not been signed for dated.

### Conclusion

I declined jurisdiction over the monetary portion of this application.

The disputed 10 day Notice to End Tenancy that states that the tenant is to vacate by September 29, 2013 is not a valid Notice to End Tenancy as it has not been signed or date. This tenancy therefore continues.

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: November 14, 2013

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Residential Tenancy Branch

