



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES, NORMAN ESTATES LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, MNDC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a notice to end tenancy for unpaid rent, issued on August 20, 2013, and for a monetary order for compensation for damage or loss under the Act.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

### Preliminary matter

In this case, the tenant has two unconcluded files for monetary compensation for the loss of quiet enjoyment. On the other file previous decisions and orders have been made and suspended until a Review hearing is held and a decision is made. The dated scheduled for the review hearing is scheduled for December 17, 2013. Therefore, as this is the same issue, I decline to hear that portion of the tenant's claim as it will be heard on December 17, 2013, under the review hearing process. At that hearing the arbitrator may confirmed, varied or set aside the original decision or orders.

### Issue to be Decided

Should the 10 Day Notice to End Tenancy for unpaid rent, issued on August 20, 2013?

### Background and Evidence

The tenant was served with a notice to end tenancy for non-payment of rent, issued on August 20, 2013. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice. The tenant filed an application for dispute resolution.

Filed in the tenant's documentary evidence is a copy of the 10 Day Notice to End Tenancy, which he received. The notice is not signed by the landlord or the landlord's agent.

The landlord's agent argued that he prints off several copies of the notice and his copy is signed.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Under section 46 of the Act, a landlord may end a tenancy if rent is unpaid on any day after that day is due, by giving a notice to end the tenancy. However, the notice must comply with section 52 of the Act, form and content of the notice to end tenancy.

Under section 52 of the Act, in order to effective, a notice to end tenancy must be in writing and must be signed and dated by the landlord.

While I accept that the landlord's agent printed several copies of the notice, however, they served the tenant with an unsigned copy as the copy filed in evidence is not signed by the landlord or its agent as required by the Act. Therefore, I find the notice to end tenancy does not comply with section 52 of the Act, and is not a valid notice under the Act. Therefore, the tenant's application to cancel the notice is granted. The tenancy will continue until legally ended in accordance with the Act.

### Conclusion

I decline to hear the tenant's application for monetary compensation as that matter is to be heard at a review hearing on December 17, 2013, under a separate file number.

The tenant's application to cancel the notice issued on August 20, 2013, is granted. The tenancy will continue until legally ended in accordance with the Act.

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: December 12, 2013

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Residential Tenancy Branch

