



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Montello Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This is an application filed by the tenant to cancel a notice to end tenancy issued for unpaid rent.

Both parties attended the hearing by conference call and gave testimony. Both parties confirmed that no evidence was submitted other than a copy of the tenant's 10 day notice to end tenancy for unpaid rent dated April 9, 2014.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling a notice to end tenancy?

Background and Evidence

Both parties confirmed that the landlord served the tenant with a 10 day notice to end tenancy issued for unpaid rent dated April 9, 2014. The notice states that the tenant failed to pay rent of \$4,180.00 that was due on April 1, 2014. Both parties confirmed that the landlord failed to complete the notice in its proper form by completing all of the details of the notice, the effective date of the notice.

The tenant confirmed in his direct testimony that he was in rent arrears, but that the arrears were no where the sum indicated on the notice. The landlord stated that the arrears were an accumulation over many months.

Analysis

Section 52 of the Residential Tenancy Act states,

Form and content of notice to end tenancy

52 In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

Both parties have confirmed that the landlord failed to complete the notice by writing the effective date of the notice. The tenant also disputes the amount of unpaid rent on the form for which the landlord has failed to provide any evidence to support their claim. On this basis, I find that the tenant has established a claim to cancel a notice to end tenancy issued for unpaid rent. The notice dated April 9, 2014 is set aside and the tenancy shall continue.

Conclusion

The tenant's application is granted. The notice dated April 9, 2014 is incomplete and is set aside. The tenancy shall continue.

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: June 10, 2014

Residential Tenancy Branch

