



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, ERP, MNDC, FF

Introduction

This hearing was originally scheduled to deal with a tenant's request for emergency repairs. The tenant then filed an amended application to seek cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent and monetary compensation for damage or loss under the Act, regulations or tenancy agreement. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

The tenant testified that she served both the original Application for Dispute Resolution and the amended Application upon the landlord, in person, on May 28, 2014 and June 6, 2014 respectively, at the residential property. The landlord's agent stated that she was unaware of the tenant's amended Application for Dispute Resolution. I asked whether the landlord was available to testify as to receipt of the amended Application for Dispute Resolution on June 6, 2014. The landlord's agent indicated the landlord was not available. Since I was unable to hear further from the landlord with respect to receipt of an amended Application for Dispute Resolution from the tenant, I accepted the tenant's testimony that she had served the landlord with her amended Application. I confirmed with the landlord's agent that she was aware that the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent she appeared prepared to deal with that issue. Therefore, I informed the parties that I would consider the tenant's application to cancel the 10 Day Notice.

I declined to hear the tenant's monetary claim for two reasons: 1) the tenant had not set out sufficient particulars with respect to the nature of her claim and did not indicate how the amount claimed was determined; and, 2) the monetary claim is unrelated to the tenant's request to cancel the 10 Day Notice. The tenant is at liberty to reapply for monetary compensation within the time limits set out by the Act.

The tenant stated that she will be moving out of the rental unit June 30, 2014. Since the tenant is about to move out, given the date of this proceeding, I found it unnecessary to further consider her requests for emergency repairs.

The landlord's agent was not agreeable to permitting the tenant to remain in possession of the rental unit until June 30, 2014 without receipt of rent from the tenant for the month of June 2014. The landlord's agent requested an Order of Possession that is effective sooner than June 30, 2014. Since the parties did not agree upon ending the tenancy effective June 30, 2014, I proceeded to consider the 10 Day Notice is valid and enforceable.

Issue(s) to be Decided

Should the 10 Day Notice to end tenancy for Unpaid Rent be upheld or cancelled?

Background and Evidence

The tenant acknowledged that she withheld rent for June 2014 and received a 10 Day Notice to End Tenancy for Unpaid Rent on June 5, 2014. Although the tenant felt justified in withholding rent due to conditions of the property and the legal status of the suite, the tenant did not provide a legal basis for withholding rent. The tenant provided a copy of the 10 Day Notice served upon her and I noted that the Notice does not indicate the rental unit address or the date the tenant must vacate. The tenant stated she is moving out of the unit on June 30, 2014.

The landlord's agent testified that upon discovering the errors or omissions on the 10 Day Notice the tenant was served with a corrected 10 Day Notice on June 8, 2014. The landlord did not provide a copy of the corrected 10 Day Notice for my review.

Analysis

Where a landlord seeks to end a tenancy, the landlord must serve the tenant with a valid Notice to End Tenancy in the approved form. I find that the only Notice to End Tenancy provided for my review is not sufficiently complete. The Notice does not provide the rental unit address or an effective vacancy date as required on the approved form. Therefore, I find the Notice to end Tenancy served upon the tenant on June 5, 2014 is invalid and I grant the tenant's request to cancel it.

As the tenant was successful in this Application I award the filing fee to the tenant. The landlord is ordered to pay the tenant \$50.00 in satisfaction of this award. I provide the tenant with a Monetary Order in the amount of \$50.00 to serve upon the landlord and enforce as necessary.

Conclusion

The 10 Day Notice to End Tenancy served on June 5, 2014 was invalid and has been cancelled.

The tenant has been provided a Monetary Order in the amount of \$50.00 so as to recover the filing fee paid for this Application.

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 17, 2014

Residential Tenancy Branch

