



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Singla Homes (2005) Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

For the tenants - CNR

For the landlord – OPR, MNR

### Introduction

This hearing was convened by way of conference call in response to both parties' applications for Dispute Resolution. The landlord applied for an Order of Possession for unpaid rent or utilities and for a Monetary Order for unpaid rent or utilities; the tenants applied to cancel the 10 Day Notice to End Tenancy for unpaid rent.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*; served by registered mail on July 19, 2014. Canada Post tracking numbers were provided by the tenant in documentary evidence. The landlord was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*. The landlord's agent testified that the tenants had not been served the hearing documents for the landlord's application.

The landlord's agent agreed that only two of the four tenants were named on the 10 Day Notice to End Tenancy. The landlord's agent testified that a schedule of parties for the 10 Day Notice was included in evidence naming the other two tenants but this was not served with the 10 Day Notice.

As the landlord did not name all the tenants on the 10 Day Notice and because the landlord has not served the tenants with Notice of this hearing; I dismiss the landlord's application.

#### Issue(s) to be Decided

Are the tenants entitled to have the 10 Day Notice set aside?

#### Background and Evidence

The tenants agreed that they received a 10 Day Notice which was posted to their door on July 02, 2014. The tenants testified that they did not get a schedule of parties with this Notice and therefore the Notice only named two of the tenants.

The tenants testified that there is not \$2,025.00 in outstanding rent arrears and submit that this was owed from previous tenants.

#### Analysis

With regard to the 10 Day Notice to End Tenancy for unpaid rent; I must be satisfied that the rights of all parties have been upheld by ensuring the parties have been given proper notice in the form of a 10 Day Notice to End Tenancy for unpaid rent so that all tenants are aware of the landlord's actions in issuing the Notice and their rights under the Notice to dispute it or pay any outstanding rent within five days of receiving the Notice. As discussed at the hearing I find as the landlord has not correctly named all the tenants on the 10 Day Notice to End Tenancy then I deem that the 10 Day Notice has no force or effect and will be set aside.

I have cautioned the landlord to ensure that any further 10 Day Notices issued and served to the tenants, name all tenants residing in the rental unit that are included on the tenancy agreement. This does not need to include roommates or guests. I further

cautioned the landlord to ensure any further applications made are served upon the tenants as directed under s. 89 of the *Act*.

### Conclusion

The landlord's application is dismissed. The landlord is at liberty to serve the tenants with a new 10 Day Notice.

The tenant's application is upheld. The 10 Day Notice to End Tenancy for unpaid rent dated July 02, 2014 is cancelled.

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: July 29, 2014

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Residential Tenancy Branch

