



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenant: CNR

For the landlord: OPR, MNR, MNDC, FF

Introduction

This hearing was convened as the result of the cross applications of the parties for dispute resolution seeking remedy under the Residential Tenancy Act (the “Act”).

The tenant applied for an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”).

The landlord applied for an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent, and for recovery of the filing fee.

At the beginning of the hearing, each party confirmed receipt of the other’s application.

The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the hearing proceeded on a limited basis to discuss the validity of the Notice.

I have reviewed the oral and written evidence of the parties before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary matter-The tenant, GB, filed his application for dispute resolution listing only himself as the tenant; however, the landlord’s application contained GB’s name and another name, NP, as tenants, living at the same address, the dispute address.

GB denied that NP was still residing in the rental unit; however, this point was disputed by the landlord and that is why NP was listed as a respondent in their application.

I make no findings on whether or not NP was still residing in the rental unit as a tenant, as that issue was ultimately not before me. I have listed NP as a tenant in the style of cause simply because she was named by the landlord as a respondent in their application.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the Notice?

Is the landlord entitled to an order of possession for the rental unit due to unpaid rent, monetary compensation, and to recover the filing fee?

Background and Evidence

There was no written tenancy agreement and there was a dispute as to the tenant's monthly rent obligation as the parties did not agree whether or not the tenant was responsible for the full \$750 per month, or half of that amount.

The parties each submitted a copy of the Notice served by the landlord on the tenant, and both copies confirm that the landlord listed only the first name of tenant, GB, the first name of NP, and the first name of the landlord, leaving the space for surnames blank on the form.

Analysis

Section 52 of the Residential Tenancy Act (the "Act") states a notice to end tenancy to be effective must be on the approved form when given by the landlord in order to be effective. In this case, the approved form requires that the landlord's and tenants' full names be used.

Based on the aforementioned deficiencies, I find the 10 Day Notice to End Tenancy dated September 3, 2014, issued by the landlord does not meet the form and content required under section 52 of the Act. Therefore, the 10 Day Notice to End Tenancy is invalid and of no force or effect.

Due to the above, I grant the tenant's application for a cancellation of the Notice, and it is therefore cancelled, with the effect that the tenancy continues until it may otherwise end under the Act.

As I have cancelled the Notice, I hereby dismiss the landlord's application for an order of possession for the rental unit for the rental unit and a monetary order based upon that Notice.

Conclusion

The tenant's application is granted as I have cancelled the 10 Day Notice issued by the landlord on September 3, 2014.

The landlord's application seeking enforcement of the Notice is dismissed.

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: October 31, 2014

Residential Tenancy Branch

