



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing by conference call and gave undisputed testimony. The tenants did not attend or submit any documentary evidence. The landlord's agent stated that the tenants were served with the notice of hearing package and the submitted documentary evidence in person on February 25, 2015. Based upon the undisputed testimony of the landlord, I find that the tenant has been properly served with the notice of hearing package and the submitted documentary evidence as per section 89 of the Residential Tenancy Act.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order for unpaid rent and/or money owed or compensation for damage or loss?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The signed tenancy agreement states that the tenancy began on May 1, 2014 on a month to month basis until May 1, 2014 as shown by the submitted copy of the signed tenancy agreement dated April 29, 2014. The monthly rent is \$1,800.00 payable on the 1st of each month and a security deposit of \$825.00 was paid on May 1, 2014.

The landlord clarified in his direct testimony that this was a month to month tenancy that began on May 1, 2014.

The landlord stated that the tenants were served with a 10 day notice to end tenancy issued for unpaid rent dated February 6, 2015.

The notice stated that the tenants failed to pay rent of \$2,100.00 that was due on February 1, 2015. The notice does not provide an address for the rental unit on the notice and displays an effective end of tenancy date of February 15, 2015.

The landlord stated that a partial payment of \$200.00 was made by the tenants on February 16, 2015. The landlord also stated that as of the date of filing the application for dispute failed to pay the balance of \$1,600.00.

Analysis

Pursuant to section 46 of the Act, a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end tenancy effective on a date that is not earlier than ten days after the date the tenant receives the notice.

Subsection 46(2) of the Act requires that “a notice under this section must comply with section 52.

Section 52 of the Act reads in part as follows:

- 52 In order to be effective, a notice to end 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.

Since the landlords failed to identify the address of the rental unit for their notice, the landlords have not complied with the statutory requirement established under section 52(b) of the Act, I find that the landlords' 10 Day Notice is of no effect. For this reason, I dismiss the landlord's application for an order of possession and a monetary order for unpaid rent and authorization to recover the filing fee.

I also note that the landlord failed to provide clarification of the notice displaying that rent of \$2,100.00 was due, the monthly rent is \$1,800.00, yet the tenant's owe rental arrears of \$1,600.00.

Conclusion

The landlord's application 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: March 19, 2015

Residential Tenancy Branch

