



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MT; CNR

Introduction

This Hearing was scheduled to consider the Tenant's application for an extension of time to make an application to cancel a notice to end the tenancy; and to cancel a *10 Day Notice to End Tenancy for Unpaid Rent or Utilities* (the Notice) issued April 26, 2015.

The Landlord signed into the teleconference. The teleconference remained open for 10 minutes, but the Tenant did not sign in. The Landlord stated that he does not wish to proceed with evicting the Tenant based on the Notice.

It is important to note that the Notice is not a valid notice to end the tenancy. Section 52 of the Act provides that a notice to end a tenancy must be signed by the person giving the notice and, when given by the landlord, must be in the approved form. The Notice is not signed and is not on the approved form. The Notice provides that the Tenant did not pay the security deposit, which may be reason to end the tenancy under a One Month Notice to End Tenancy for Cause, but not under a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

Conclusion

The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

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 11, 2015

Residential Tenancy Branch

