



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords for an order of possession, for a monetary order for unpaid rent, and to recover the filing fee from the tenants.

Although served with the Application for Dispute Resolution and Notice of Hearing, in person, on June 14, 2015, the tenants did not appear. I find that the tenants have been duly served in accordance with the Act.

The landlord appeared, gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

### Issues to be Decided

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

### Background and Evidence

Based on the testimony of the landlord, I find that the tenants were served with a notice to end tenancy for non-payment of rent on May 2, 2015, in person.

The landlord testified that the tenants did not pay all rent for May 2015 and \$400.00 was left outstanding. The landlord stated that the monthly rent is \$1,600.00 and the tenants have not paid any rent for June, July and August 2015.

### Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

Under section 46(1) of the Act, a landlord may end a tenancy for unpaid rent, a notice issued under this section of the Act, must comply with section 52 of the Act.

Under section 52 of the Act, in order for the notice to end tenancy be effective, it must be in writing and must be signed and dated by the landlord, give the address of the rental unit, **state the effective date of the notice.**

In this case, I find the notice does not comply with section 52 of the Act, as the notice to end tenancy does not contain an effective date and therefore has no force or effect. Therefore, I dismiss the landlord's application for an order of possession.

I am satisfied that the landlord has established a total monetary claim of **\$3,650.00** comprised of unpaid rent for May 2015, June 2015, July 2015 and the \$50.00 fee paid by the landlord for this application.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

Although the landlord was seeking a monetary order for August 2015,rent, I find that should the tenants leave the rental unit on their own accord and leave the rental unit reasonably cleaned and undamaged the landlord may be able to re-rent the unit prior to August ending.

However, I find the landlord is entitled to issue a new notice to end tenancy for nonpayment of rent. The landlord is at liberty to reapply for August 2015, rent.

### Conclusion

The notice to end tenancy does not comply with section 52 of the Act. Therefore, I dismiss the landlord's application for an order of possession.

The landlord is granted a monetary order comprise of unpaid as noted above.

The landlord is at liberty to issue a new notice to end tenancy for unpaid rent. The landlord is at liberty to reapply for August 2015, rent.

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: August 07, 2015

