



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenants: MT CNR OLC
For the landlord: OPR MNR MNSD MNDC FF

Introduction

This hearing was convened as a result of the cross applications of the parties under the *Residential Tenancy Act* (the “Act”).

The tenants applied for more time to make an application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, and for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement.

The landlord applied for an order of possession for unpaid rent or utilities, for a monetary order for unpaid rent or utilities, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, to keep all or part of the tenants’ security deposit, and for the recovery of the cost of the filing fee.

The tenants, the landlord, and a witness for the landlord G.B., attended the teleconference hearing. The tenants and landlord gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me. The witness did not testify.

Preliminary and Procedural Matters

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenants indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is their application to set aside the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”) dated July 31, 2015. I find

that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenants' request to set aside the 10 Day Notice and for more time to make an application to dispute the 10 Day Notice. The balance of the tenants' applications is **dismissed, with leave to re-apply**.

During the hearing, the landlord was advised that his application for monetary compensation was being refused, pursuant to section 59(5)(c) of the *Residential Tenancy Act (Act)*, because his application for dispute resolution did not provide sufficient particulars of his claim for compensation, as is required by section 59(2)(b) of the *Act*. I find that proceeding with the landlord's monetary claim at this hearing would be prejudicial to the tenants, as the absence of full particulars including a monetary breakdown of the amount being claimed, makes it difficult, if not impossible, for the tenants to adequately prepare a response to a claim against them. Furthermore, the landlord was unable, after two attempts, to provide a clear monetary breakdown orally during the hearing. As a result, the landlord's application for unpaid rent or utilities is **dismissed, with leave to reapply**.

Issue to be Decided

1. Should the 10 Day Notice dated July 31, 2015 be cancelled?

Background and Evidence

While both parties neglected to include a copy of the written tenancy agreement in evidence, the parties agreed that a month to month tenancy began on February 1, 2014. The parties agreed that monthly rent in the amount of \$1,200 is due on the first day of each month and that the tenants paid a security deposit of \$600 at the start of the tenancy, which the landlord continues to hold.

A copy of the 10 Day Notice 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice") dated July 31, 2015 was submitted in evidence. The parties agreed that the landlord did not include an effective vacancy date on the 10 Day Notice.

The tenants were advised that section 52 of the *Act* requires that for a notice to be effective, it must include an effective vacancy date which the 10 Day Notice failed to include. As a result, the parties were advised that the tenants did not need to dispute the 10 Day Notice as it was not valid.

Based on the above, I do not find it necessary to consider whether the tenants should be granted more time to make an application to dispute the 10 Day Notice as the 10 Day Notice is invalid and is of no force or effect.

Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

As described above, the 10 Day Notice dated July 31, 2015 is invalid and is of no force or effect as the landlord failed to include an effective vacancy date on the 10 Day Notice.

As a result, the tenancy continues until ended in accordance with the *Act*.

Conclusion

The 10 Day Notice dated July 31, 2015 is invalid and is of no force or effect.

The landlord is at liberty to reapply for unpaid rent or utilities and is reminded to include sufficient particulars when filing an application.

The tenants are at liberty to reapply for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement.

The landlord is not granted the recovery of his filing fee.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: September 10, 2015

Residential Tenancy Branch

