



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, 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 retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord and the landlord's agent (the landlord), attended the hearing via conference call and provided undisputed affirmed evidence. The tenants did not attend or submit any documentary evidence. The landlord stated that the tenants were both served by posting the notice of hearing package to the rental unit door on February 19, 2016 and again via Canada Post Registered Mail on February 23, 2016. The landlord has provided copies of the Canada Post Customer Receipt Tracking numbers as confirmation of service in this manner.

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, for money owed or compensation for damage or loss and recovery of the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on March 1, 2015 on a fixed term tenancy ending on March 1, 2016 as shown by the submitted copy of the signed tenancy agreement dated February 22, 2015. The monthly rent is \$1,800.00 payable on the 1st day of each month. A security deposit of \$900.00 was paid on March 1, 2015.

The landlord stated that the tenants were served a 10 Day Notice dated February 4, 2016 which states that the tenants failed to pay rent of \$1,800.00 that was due on February 1, 2016. The 10 Day Notice does not provide an effective end of tenancy date. The landlord stated that this would mean that the effective end of tenancy date would correct itself to be effective 10 Days after the date of the Notice of February 4, 2016 which would make it effective on February 14, 2016. I also note that the landlord has failed to identify themselves on the 10 Day Notice dated February 4, 2016.

The landlord stated that the 10 Day Notice was served by posting it to the rental unit door on February 5, 2015 and that no rent has been paid as of the date of this hearing.

The landlord seeks an order of possession for unpaid rent and a monetary order for unpaid rent consisting of:

| | |
|------------|---------------------------|
| \$1,800.00 | Unpaid February 2016 Rent |
| \$1,800.00 | Unpaid March 2016 Rent |
| \$1,800.00 | Unpaid April 2016 Rent |

Analysis

Subsection 46(1) of the *Act* establishes how a landlord may end a tenancy for unpaid rent "by giving notice to end the tenancy effective on a date that is not earlier than 10 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 landlord has failed to identify an effective date for their notice, the landlord has not complied with the statutory requirement established under section 52(c) of the Act, I find that the landlords' 10 Day Notice dated is of no effect. For these reasons, the landlord's application to for an order of possession based upon the 10 Day Notice is dismissed. The tenancy shall continue.

As the landlord's monetary claim is directly related to the 10 Day Notice dated February 4, 2016, the landlord's monetary claim for unpaid rent is dismissed with leave to reapply.

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: April 06, 2016

Residential Tenancy Branch