



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PW Comox Development LP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This is an application brought by the tenant requesting an order canceling a notice that was given for nonpayment of rent.

The applicant(s) testified that the respondent(s) were served with notice of the hearing by hand on June 8, 2016; however the respondent(s) did not join the conference call that was set up for the hearing.

It is my finding that the respondent(s) have been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

Issue(s) to be Decided

The issue is whether to cancel or uphold a Notice to End Tenancy that was given for nonpayment of rent.

Background and Evidence

The tenant testified that this tenancy began on May 15, 2015 and the monthly rent is \$2390.00 due on the first of each month.

The tenant further testified that on June 3, 2016 she received a 10 day Notice to End Tenancy however she believes is an invalid notice because on the notice it states that it was signed on May 3, 2016.

The tenant further testified that she does owe the full rent for the months of June 2016, and July 2016 however she believes she can pay the full outstanding rent by August 15, 2016 and possibly by August 1, 2016.

The tenant is therefore requesting that this Notice to End Tenancy be canceled.

Analysis

It is my finding that the 10-day Notice to End Tenancy that the tenant received on June 3, 2016 is an invalid notice because it states that the date it was signed was May 3, 2016, even though it states that the notice was being given because the tenant had failed to pay rent that was due on June 2, 2016.

Since the landlord did not appear at today's hearing to explain the discrepancy, I am not willing to end the tenancy with a document that was allegedly signed May 3, 2016 for rent that, according to the notice, was not yet even due.

I therefore allow the tenants request to cancel the Notice to End Tenancy, and, if the landlords still wished to end this tenancy, they will have to serve a new Notice to End Tenancy in the proper form.

Conclusion

I hereby order that the 10 day Notice to End Tenancy dated May 3, 2016 is canceled and this tenancy continues.

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: July 12, 2016

Residential Tenancy Branch