



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MND, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for damages to the unit - Section 67; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions. It is noted that the Tenant stated that he only spoke a bit of English. The Landlord states that the Tenant speaks English very well. After speaking to the Tenant further it was determined that the Tenant was able to understand some English and the hearing continued. Should the Tenant attend another conference call in the future I strongly caution the Tenant to ensure that a translator attend with the Tenant.

Issue(s) to be Decided

Is the notice to end tenancy effective?

Background and Evidence

There is no written tenancy agreement. The tenancy started on December 15, 2015. Rent of \$500.00 is payable on the first day of each month. The Landlord states that no security deposit was collected. The Tenant states that he paid a \$250.00 security deposit.

The Landlord states that he served the Tenant with a 10 day notice to end the tenancy for unpaid rent (the “Notice”) by posting the Notice on the door. It is noted that the copy of the

Notice provided by the Landlord contains only one page, does not include any mention of the effective date of the Notice and indicates that the Notice was served in person. The Tenant is still in the unit and states that he has no money. The Landlord states that at a previous hearing the Landlords were denied their application as they gave no evidence of service of the previous 10 day notice to end tenancy.

Analysis

Section 52 of the Act provides that in order to be effective, a notice to end a tenancy must be in writing and must state the effective date of the notice. As the Notice does not contain any effective date I find that it is not effective. As the Notice is not effective the Landlord is not entitled to an order of possession. I therefore dismiss the Landlord's claim for an order of possession. The Landlord is at liberty to serve another notice to end tenancy should the Tenant owe rental monies and I encourage the Landlord to pay attention to detail in order to be successful with any future application. I dismiss the claims for unpaid rent with leave to reapply. As the tenancy has not ended the Tenant has time to ensure that the unit is left clean except for reasonable wear and tear at the end of the tenancy. As the Landlords have claimed damage to the unit prior to the end of the tenancy I dismiss this claim with leave to reapply after the end of the tenancy. As none of the Landlord's claims have been successful I dismiss the claim for recovery of the filing fee.

Conclusion

The claims for an order of possession and recovery of the filing fee are dismissed. The claims for unpaid rent and damage to the unit are dismissed with leave to reapply.

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: November 01, 2016

Residential Tenancy Branch