



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: CNR, FF

Introduction:

This was an application to cancel a Notice to End a Tenancy for Non-Payment of Rent dated September 20, 2016, as well as a monetary Order for the filing fee. Both parties were present at the teleconference hearing.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

I find that the Notice to End a Residential Tenancy was served in person on the tenant on September 20, 2016. Service of the Application for Arbitration/Notice of Hearing was admitted.

The landlord testified that the tenancy began about six years ago and that the rent is \$ 700.00 per month. The tenant's girlfriend moved out and the landlord refunded the security deposit to her. The landlord claims the tenant has not paid any rent from September through November 2016 and has not paid the security deposit of \$ 325.00. The Notice is silent as to how much rent or security deposit is owed but the landlord claimed that she advised the tenant how much rent was owing at the time of service. The landlord also testified that the receipts the tenant produced for August and September are forged by him. The landlord failed to produce any prior receipts to compare.

The tenant testified that he had paid the rent from August to date. He received receipts from the landlord's agent and produced ones from August through September 2016. He had no idea what the Notice was about as it had not stated how much rent or security deposit was owing. He asked to cancel the Notice.

Analysis:

Section 52 of the Act states as follows:

Form and content of notice to end tenancy

52 In order to be effective, a notice to end a 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.

(my emphasis added)

The purpose of a Notice to End a Tenancy for Non-payment of rent is to notify the tenant of a non-payment, how much owed and the consequences for non-payment. Here the Notice is deficient of the essential ingredients how much rent or security deposit owed: the grounds for ending the tenancy. Accordingly I find that the Notice is of not valid and I have cancelled it. The landlord is free to issue a new Notice that is completed properly.

Conclusion:

I have cancelled the Notice to End the Tenancy dated September 20, 2016. The tenancy will continue. The tenant will recover his filing fee of \$ 100.00 and is hereby given permission to deduct that sum from his next rental payment.

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 14, 2016

Residential Tenancy Branch