



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR MNDC OLC RP PSF LRE RR O

This hearing dealt with the tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act"), seeking to cancel a 10 day Notice to End Tenancy dated January 17, 2017 (the "10 Day Notice"), for a monetary claim for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for an order directing the landlord to comply with the Act, regulation or tenancy agreement, for regular repairs to the unit, site or property, to provide services or facilities required by law, to suspend or set conditions on the landlord's right to enter the rental unit, for a rent reduction and other unspecified relief.

An agent for the landlord (the "agent") and the tenant attended the hearing. The parties provided affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Both parties confirmed that they had a copy of the 10 Day Notice before them during the hearing.

Preliminary and Procedural Matter

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the tenant's application to set aside the 10 Day Notice. 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 tenant's request to set aside the 10 Day Notice at this proceeding. The balance of the tenant's application is **dismissed, with leave to re-apply**.

Issue to be Decided

- Should the 10 Day Notice be cancelled?

Background and Evidence

A copy of the 10 Day Notice was submitted in evidence. The parties agreed that the 10 Day Notice was missing the effective vacancy date on the 10 Day Notice.

Analysis

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

10 Day Notice issued by landlord – Section 52 of the *Act* applies and states:

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]

Based on section 52(c) of the *Act* above, I find the 10 Day Notice is an invalid 10 Day Notice as the landlord neglected to include the effective date of the 10 Day Notice as required by the *Act*. Therefore, **I cancel** the 10 Day Notice and find that it is of **no force or effect** as the landlord neglected to include the effective date of the notice.

I ORDER the tenancy to continue until ended in accordance with the *Act*.

Conclusion

The tenant's application is successful.

The 10 Day Notice is cancelled. The tenancy is ordered to continue until ended in accordance with the *Act*.

The 10 Day Notice dated January 18, 2014 issued by the landlord is of no force or effect. The tenant has been granted a monetary order in the amount of \$50.00 for the recovery of their filing fee.

Dated: February 22, 2017

Residential Tenancy Branch