



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR RP

This hearing dealt with a tenant's Application for Dispute Resolution ("application") under the *Residential Tenancy Act* ("Act"), seeking to cancel a 10 day Notice to End Tenancy dated March 2, 2018 ("10 Day Notice") and for regular repairs to the rental unit, site or property.

The tenant attended the teleconference hearing. The tenant provided affirmed testimony, was provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing ("Notice of Hearing"), the application and documentary evidence were considered. The tenant provided affirmed testimony that the Notice of Hearing, application and documentary evidence were served on the landlord in person at the landlord's residence on March 8, 2018 at approximately 7:00 p.m. The tenant stated that she also spoke to the landlord approximate fifteen minutes prior to the hearing which began at 11:00 a.m. Pacific Time this date, Wednesday May 23, 2018. The tenant expected the landlord to appear but the landlord failed to attend the hearing. I am satisfied that the landlord was served based on the tenant's testimony provided.

The landlord did not attend this hearing, although I left the teleconference hearing connection open until 11:10 a.m. Pacific Time in order to enable the landlord to call into this teleconference hearing scheduled for May 23, 2018 at 11:00 a.m. Pacific Time. The tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the tenant and I were the only ones who had called into this teleconference.

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 two matters of dispute on the application, 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 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 tenant stated that the 10 Day Notice was missing the effective vacancy date on the 10 Day Notice. The tenant also testified that she did not receive the March 2, 2018 until she found it under her door on March 5, 2018 and disputed the 10 Day Notice on March 8, 2018 which I find is within the 5 day timeline provided for under section 46 of the *Act*.

Analysis

Based on the undisputed documentary evidence before me and the tenant's undisputed 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: May 23, 2018

Residential Tenancy Branch