



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, FFT

Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “Act”) to cancel a One Month Notice to End Tenancy for Cause (the “One Month Notice”), and for the recovery of the filing fee. The Application for Dispute Resolution was submitted on September 28, 2018. On October 12, 2018, the Tenant filed an amendment and added a claim to dispute a 10 Day Notice to End Tenancy for Unpaid Rent (the “10 Day Notice”).

The Tenant and an agent for the Landlord (the “Landlord”) were present for the teleconference hearing. A witness for the Landlord joined later in the hearing to present testimony.

The Landlord confirmed that he was served with the Notice of Dispute Resolution Proceeding package and copies of the Tenant’s evidence in person. The Landlord did not submit any documentary evidence prior to the hearing. Neither party brought up any concerns regarding service. Therefore, I find that the Landlord was duly served in accordance with Sections 88 and 89 of the *Act*.

All parties were affirmed to be truthful in their testimony and were provided with the opportunity to present evidence, make submissions and question the other party.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Preliminary Matters

The name of the Landlord was clarified during the hearing. The party originally named is an agent for the Landlord, so the Application for Dispute Resolution was amended to correctly name the Landlord. This amendment was made pursuant to Section 64(3)(c) of the *Act*.

Prior to the hearing, the first page of the One Month Notice was submitted into evidence by the Tenant and neither party submitted the 10 Day Notice. However, due to not having the 2nd page of the One Month Notice or the 10 Day Notice before me, the parties were asked to submit both notices into evidence as soon as possible after the hearing. Both parties confirmed that they had the information about how to upload evidence and would submit the documents right away after the hearing.

The hearing was held on November 15, 2018, and by November 19, 2018 neither party had uploaded the 2nd page of the One Month Notice. The Landlord submitted the first page of the 10 Day Notice, although the full date of the notice is cut off and the 2nd page was not submitted.

In accordance with Section 52(e) of the *Act*, a notice to end tenancy must be in the approved form when given by a landlord. The approved form for both the One Month Notice and the 10 Day Notice is two pages in length. As I only have the first page of each notice before me, I cannot confirm that the Tenant was served with both pages of the notices to end tenancy as required.

Therefore, I find that I cannot make a determination about whether the One Month Notice or the 10 Day Notice are valid. Instead, I find that I am not satisfied that the notices are in compliance with Section 52 of the *Act*, and therefore find that they are not effective.

Analysis

As stated above, I cannot determine that either notice to end tenancy complies with Section 52 of the *Act*, and therefore cannot determine that they are valid. The One Month Notice dated September 21, 2018 is of no force or effect. The 10 Day Notice, date unknown, is of no force or effect. This tenancy continues until ended in accordance with the *Act*.

I decline to award the Tenant the recovery of the filing fee paid for the Application for Dispute Resolution.

Conclusion

I cannot confirm that the One Month Notice, dated September 21, 2018, and the 10 Day Notice, date unknown, meet Section 52 of the *Act*. Therefore, both notices are of no force or effect.

This tenancy continues until ended in accordance with the *Act*.

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 19, 2018

Residential Tenancy Branch