



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, FFT

### Introduction

This decision is in respect of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The tenant sought the following remedies:

1. an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice"); and,
2. an order for compensation for recovery of the filing fee.

A dispute resolution hearing was convened and the landlord's, the landlord's brother and apparent co-owner of the property, and the tenant attended. The parties were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses. The parties did not raise any issues in respect of the service of documents.

While I have reviewed all oral and documentary evidence submitted that met the requirements of the *Rules of Procedure* and to which I was referred, only evidence relevant to the preliminary issue of this application are considered in my decision.

### Preliminary Issue: The Validity of the Notice

Upon reviewing the application, it appeared that the Notice on which the tenant's application is based was invalid. The Notice indicated that the tenant failed to pay rent in the amount of "\$ N/A".

Section 46(1) of the Act states that a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than ten days after the date the tenant receives the notice.

Section 46(2) of the Act states that a notice under this section must comply with section 52. Section 52 of the Act states that 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,
  - (d.1) for a notice under section 45.1 *[tenant's notice: family violence or long-term care]*, be accompanied by a statement made in accordance with section 45.2 *[confirmation of eligibility]*, and
- (e) when given by a landlord, be in the approved form.

In this case, the Notice did not state the ground for ending the tenancy as the Notice indicated that the non-payment of rent was “not applicable.” Having determined that the Notice does not comply with section 52 of the Act, I find that the Notice is invalid and of no force or effect.

### Conclusion

The 10 Day Notice to End Tenancy for Unpaid Rent or Utility issued by the landlord on October 14, 2018, is invalid and of no force or effect. As such, the tenant’s application is dismissed without leave to reapply. I make no other findings of fact or law.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: November 27, 2018

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Residential Tenancy Branch