



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDCT, RP

This hearing dealt with the tenant's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"), seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated January 4, 2019 ("10 Day Notice"), for an order for regular repairs the unit, site or property, and for a monetary claim of \$6,400.00 for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.

The tenant and landlord JV ("landlord") attended the teleconference 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 the opportunity to review the documentary evidence served upon them by the other party.

Preliminary and Procedural Matters

Rule 2.3 of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules") authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the application, the most urgent of which is the application to cancel the 10 Day Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to cancel the 10 Day Notice at this proceeding. The balance of the tenant's application is dismissed, **with leave to re-apply**.

In addition, the parties confirmed their email addresses at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to both parties and that any applicable orders would be emailed to the appropriate party.

Issue to be Decided

- Should the 10 Day Notice be cancelled?

Background and Evidence

Neither party submitted a copy of the written tenancy agreement. A copy of the 10 Day Notice was submitted in evidence. The tenants received the 10 Day Notice dated January 4, 2019 in person on January 6, 2019. The tenant disputed the 10 Day Notice within 5 days as per section 46 of the *Act*. The effective vacancy date listed on the 10 Day Notice is not legible.

The amount listed on the 10 Day Notice is \$1,150.00 due January 1, 2019. The parties agreed that monthly rent was \$1,150.00 per month. The tenant stated that she did not pay January 2019 for two reasons, first that the landlord did not respond to a repair request for rats in the rental unit, and secondly, that the landlord failed to provide an address for service of the monthly rent.

The landlord testified that landlords informed the tenant in mid-December 2018 by email of who the landlords were and how to pay the rent after the landlords made the decision to manage their own property instead of continuing with a management company. The email is actually dated December 28, 2018 and makes reference to e-transfer but does not state an email address or mailing address for the landlords and only includes a phone number and does not state the rental unit address in the email. The parties agreed that February 2019 rent was paid and the tenant stated that she obtained the service address of the landlords by doing a reverse search by phone number for the landlords. The landlords testified that he thought the tenant would call to get more information about paying rent.

Analysis

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

10 Day Notice issued by landlords – Section 13(2)(e) of the *Act* applies and states:

Requirements for tenancy agreements

13 (1) A landlord must prepare in writing every tenancy agreement entered into on or after January 1, 2004.

(2) **A tenancy agreement must comply with any requirements prescribed in the regulations and must set out all of the following:**

- (a) the standard terms;
- (b) the correct legal names of the landlord and tenant;
- (c) the address of the rental unit;
- (d) the date the tenancy agreement is entered into;
- (e) the address for service and telephone number of the landlord or the landlord's agent;**
- (f) the agreed terms in respect of the following:
 - (i) the date on which the tenancy starts;
 - (ii) if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis;
 - (iii) if the tenancy is a fixed term tenancy, the date on which the term ends;
 - (iii.1) if the tenancy is a fixed term tenancy in circumstances prescribed under section 97 (2) (a.1), that the tenant must vacate the rental unit at the end of the term;
 - (iv) the amount of rent payable for a specified period, and, if the rent varies with the number of occupants, the amount by which it varies;
 - (v) the day in the month, or in the other period on which the tenancy is based, on which the rent is due;
 - (vi) which services and facilities are included in the rent;
 - (vii) the amount of any security deposit or pet damage deposit and the date the security deposit or pet damage deposit was or must be paid.

(3) Within 21 days after a landlord and tenant enter into a tenancy agreement, the landlord must give the tenant a copy of the agreement.

[Emphasis added]

Given the above, I find the landlords failed to comply with section 13(2)(e) of the *Act* by failing to provide a service address for the tenant to pay her monthly rent. Firstly, I note that the landlord's testimony was not accurate, as the email was not provided in mid-December and was dated December 28, 2018 which almost the last day of December. In addition, I find the email is lacking crucial information such as the rental unit address,

and a mailing address. I find it is not the responsibility of the tenant to have to do a reverse search by phone number to locate the service address of the landlords. I also find it unreasonable that the landlords expected the tenant to call the landlords and ask how rent is to be paid. I find it is the landlords' responsibility to communicate clearly with the tenant as to how to pay rent and to provide a mailing address as required by the *Act*. Therefore, **I cancel** the 10 Day Notice and find that it is of no force or effect as I find the tenant was not properly served with the landlords' service address to pay rent.

I caution the landlord to comply with section 13(2)(e) of the *Act* in the future.

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

Conclusion

The tenant's application is successful.

The 10 Day Notice issued by the landlord is cancelled and is of no force or effect.

The landlord has been cautioned as noted above.

The tenancy shall continue until ended in accordance with the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: February 11, 2019

Residential Tenancy Branch