



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      CNR LRE

### **Introduction**

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46; and
- an order to suspend or set conditions on the landlords' right to enter the rental unit pursuant to section 70.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The landlord confirmed receipt of the tenants' application for dispute resolution ('application'). In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant's application. The tenants confirmed receipt of the landlord's evidence. In accordance with section 8 of the *Act*, I find the tenants duly served with the landlord's evidence. The tenants did not submit written evidence for this hearing.

As the tenants confirmed receipt of the 10 Day Notice on June 2, 2019, I find that this document was duly served to the tenants in accordance with section 88 of the *Act*.

### **Issue(s) to be Decided**

Should the landlord's 10 Day Notice be cancelled pursuant to section 46 of the *Act*? If not is the landlord entitled to an Order of Possession for unpaid rent pursuant to section 55 of the *Act*?

Is the tenant entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70 of the *Act*?

### **Background and Evidence**

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This month-to-month tenancy began in November of 2015, and monthly rent is currently set at \$825.00, payable on the first of the month. The landlord collected, and still holds, a security deposit in the amount of \$375.00.

The landlord testified that the tenants were issued a 10 Day Notice on June 2, 2019 as the tenant MB's subsidy was no longer being applied. The tenant MB testified in this hearing that he was unaware that his subsidy was no longer covering a portion of his rent. The tenant testified that he had only found out on June 7, 2019, and had attempted to pay the landlord on June 16, 2019, but the landlord refused his payment

### **Analysis**

Section 52 of the *Act* provides the following requirements requiring the form and content of notices 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...*

As neither the landlord nor the tenants submitted a copy of the 10 Day Notice for this hearing, I was unable to verify that the Notice complies with the requirements of section 52 of the *Act*. Under these circumstances, I am allowing the tenants' application to cancel the 10 Day Notice. The tenancy will continue until ended in accordance with the *Act*.

I am not satisfied that the tenants had provided sufficient evidence to support why an order to suspend or set conditions on the landlord's right to enter the rental unit is required. Accordingly, I dismiss this portion of the tenants' application with leave to reapply.

**Conclusion**

I allow the tenants' application to cancel the landlord's 10 Day Notice. The 10 Day Notice to End the Tenancy dated June 2 2019 is hereby cancelled and of no continuing force or effect. This tenancy continues until ended in accordance with the *Act*.

The remainder of the tenants' application is dismissed with leave to reapply.

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: July 11, 2019

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Residential Tenancy Branch