



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT CNR

Introduction

This hearing was scheduled to convene at 9:30 a.m. this date concerning an application made by the tenants seeking an order cancelling a notice to end the tenancy for unpaid rent or utilities and to recover the filing fee from the landlord for the cost of the application.

One of the tenants attended the hearing and represented the other tenant. However, the line remained open while the telephone system was monitored for in excess of 10 minutes prior to hearing any testimony from the tenant, and no one for the landlord joined the call. The tenant testified that the landlord was served with the Tenant's Application for Dispute Resolution and notice of this hearing (the Hearing Package) by registered mail on November 21, 2019 and was given the opportunity to provide proof of such service after the hearing had concluded. I have now received a Canada Post cash register receipt bearing that date and a tracking number, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

Has the landlord established that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was issued in accordance with the *Residential Tenancy Act*?

Background and Evidence

The tenant testified that on November 10, 2019 the landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a copy of which has been provided as evidence for this hearing. It is signed by a landlord or agent, but is not dated, and states that the tenants must move out of the rental unit by November 10, 2019.

Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was given in accordance with the *Residential Tenancy Act*. The *Act* also specifies that in order to be effective, a notice to end a tenancy given by a landlord must be dated and signed by the landlord. In this case, the landlord did not attend the hearing to establish that the 10 Day Notice to End Tenancy for Unpaid Rent was given in accordance with the law, and it is not dated by the landlord. Therefore, I cancel it and the tenancy continues.

Since the tenants have been successful with the application the tenants are also entitled to recovery of the \$100.00 filing fee. I grant a monetary order in that amount in favour of the tenants as against the landlord and I order that the tenants be permitted to reduce rent for a future month by that amount, or may otherwise recover it by filing a copy of the order with the Provincial Court of British Columbia, Small Claims division for enforcement.

Conclusion

For the reasons set out above, the undated 10 Day Notice to End Tenancy for Unpaid Rent or Utilities that contains an effective date of vacancy of November 10, 2019 is hereby cancelled and the tenancy continues.

I further grant a monetary order in the amount of \$100.00 in favour of the tenants as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* and I order that the tenants be permitted to reduce rent for a future month by that amount, or may otherwise recover it.

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: January 09, 2020

Residential Tenancy Branch