



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, DRI, AAT, RPP

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 46;
2. An Order in relation to a disputed rent increase - Section 43;
3. An Order allowing access to the unit - Section 30; and
4. An Order for the return of personal property - Section 65.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matters

The Parties agree that the Landlord named in the Tenant’s application sets out an agent’s name as the Landlord/Respondent and that the name should be changed to the corporate Landlord’s name. This change is therefore set out in the style of cause on this Decision and the application is noted as amended accordingly.

The Parties confirm that the dispute in relation to the rent increase has been resolved. I therefore dismiss this claim.

The Tenant’s application contains no details of the claims in relation to access and return of personal property.

Section 59(2)(b) of the Act provides that an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. As the Tenant has not provided any particulars for the claims in relation to access and return of property, I dismiss these claims with leave to reapply.

Issue(s) to be Decided

Is the notice to end tenancy effective to end the tenancy?

Background and Evidence

The following are undisputed facts: The tenancy under written agreement started in 2003. Currently rent of \$972.00 is payable on the first day of each month. The Tenant was given a 10 day notice to end tenancy for unpaid rent (the "Notice") dated March 23, 2020. The Notice is not signed and does not set out the correct address for the rental unit. Neither Party provided a copy of the Notice as evidence for this hearing and the Landlord does not have a copy of the Notice on hand for this hearing.

Analysis

Section 52 of the Act provides, inter alia, that in order to be effective, a notice to end a tenancy must be in writing and must be signed by the landlord or tenant giving the notice and must give the address of the rental unit. Based on the undisputed facts that the Notice was not signed and does not contain the correct rental unit address I find that the Notice is not effective to end the tenancy. The tenancy continues until ended with an effective notice to end tenancy with a valid reason.

Conclusion

The Notice is not effective to end the tenancy and the tenancy continues.

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: May 12, 2020

Residential Tenancy Branch