



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR-DR-PP, OPRM-DR, FFL

Introduction

This hearing was convened in response to applications made by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied on September 22 and September 27, 2020 for an Order cancelling a notice to end tenancy - Section 46.

The Landlord applied on October 8, 2020 for:

1. An Order of Possession - Section 55;
2. An Order for unpaid rent or utilities - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

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

Issue(s) to be Decided

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

Background and Evidence

The following are agreed facts: the tenancy under written agreement started on September 1, 2018. Rent of \$1,230.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$600.00 as a security deposit.

The Landlord states that the Tenant failed to pay September 2020 rent when it was due and failed to pay an installment on a repayment plan. The Landlord states that on

September 24, 2020 the Tenant was served in person with a 10-day notice to end tenancy for unpaid rent (the "Notice"). The Landlord states that the Notice includes the unpaid September 2020 rent and the unpaid installment. The Landlord states that no effective date is set out on the Notice. It is noted that the Landlord did not provide copies of all pages of the Notice as evidence for this hearing. The Landlord withdraws its claim for unpaid rent and will pursue this claim in another application.

Analysis

Section 52(c) of the Act provides that in order to be effective, a notice to end a tenancy must be in writing and must state the effective date of the notice. Based on the Landlord's evidence that the Notice does not set out an effective date, I find that the Notice is not valid to end the tenancy. The Tenant is therefore entitled to its cancellation and the tenancy continues. The Landlord's claim for an order of possession and recovery of the filing fee is dismissed. The Landlord remains at liberty to serve a valid and effective notice to end tenancy for unpaid rent and to make an application for an order of possession and unpaid rent.

Conclusion

The Notice is cancelled, 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: November 20, 2020

Residential Tenancy Branch