



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing was set to deal with a tenant's application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice") dated February 24, 2021.

The tenant and her Advocate appeared for the hearing; however, there was no appearance on part of the landlord despite leaving the teleconference call open for at least 10 minutes to give the landlord an opportunity to appear.

The tenant was affirmed and I ordered the participants to not make an unofficial recording of the proceeding.

Since the landlord did not appear, I explored service of the hearing material upon the landlord.

The tenant's advocate submitted that the proceeding package was sent to the landlord, via registered mail on March 11, 2021 and delivered on March 18, 2021. The tenant's evidence was sent to the landlord via registered mail on May 14, 2021. I was provided registered mail receipts, including tracking numbers, as proof of service, and I noted that the address used to send the registered mail to the landlord was the service address the landlord provided on the 10 Day Notice.

I was satisfied the landlord was duly served with notification of this proceeding in a manner that complies with the Act and I continued to hear from the tenant without the landlord present.

### Issue(s) to be Decided

Should the 10 Day Notice be upheld or cancelled?

### Background and Evidence

The tenant submitted that she received the subject 10 Day Notice taped to her door on February 24, 2021.

The 10 Day Notice is duly completed on the first page and indicates the landlord signed it on February 24, 2021 and requires the tenant to vacate the rental unit by March 5, 2021. However, the second page of the 10 Day Notice, where the amount of rent owing and the date the rent became outstanding was not completed by the landlord.

The tenant submitted the 10 Day Notice should be cancelled because she does not owe any rent and because the 10 Day Notice is otherwise invalid as it was not sufficiently completed.

Despite the 10 Day Notice not providing the amount of rent and date the rent became outstanding, the tenant submitted evidence as to the rent payments made between November 2020 and March 2021.

### Analysis

Where a notice to end tenancy comes under dispute, the landlord bears the burden to prove the tenant was served with a valid notice to end tenancy and the tenancy should end for the reason(s) indicated on the notice.

Section 52 of the Act provides for the form and content requirements for a notice to end tenancy, as follows (with my emphasis underlined):

#### **Form and content of notice 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.

(d.1) for a notice under section 45.1 [*tenant's notice: family violence or long-term care*], be accompanied by a statement made in accordance with section 45.2 [*confirmation of eligibility*], and (e) when given by a landlord, be in the approved form.

The 10 Day Notice before me was not duly completed on the second page, meaning the grounds for ending the tenancy were not provided, as required under section 52(d) of the Act, and I find the 10 Day Notice is invalid. Nor, did the landlord appear or otherwise present evidence to demonstrate the tenant owes rent. Therefore, I grant the tenant's request for cancellation of the 10 Day Notice dated February 24, 2021 and the tenancy continues at this time.

### Conclusion

The 10 Day Notice dated February 24, 2021 is cancelled with the effect the tenancy continues at this time.

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: June 04, 2021

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Residential Tenancy Branch