



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC-MT  
                              CNR, OLC

### Introduction

This hearing was convened by way of conference call concerning 2 applications made by the tenants. The first seeks more time than prescribed to dispute a notice to end the tenancy and for an order cancelling a notice to end the tenancy for cause. The second application seeks an order cancelling a notice to end the tenancy for unpaid rent or utilities and for an order that the landlord comply with the *Residential Tenancy Act*, regulation or tenancy agreement.

Both tenants and the landlord attended the hearing. The landlord gave affirmed testimony, and testified that all evidentiary material has been provided to the tenants. The tenants have not provided any evidence to the landlord or to the Residential Tenancy Branch.

### 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*?
- Has the landlord established that the One Month Notice to End Tenancy for Cause was issued in accordance with the *Residential Tenancy Act*?

### Background and Evidence

The landlord testified that this fixed-term tenancy began on October 30, 2017 and reverted to a month-to-month tenancy after September 29, 2018, and the tenants still reside in the rental unit. Rent in the amount of \$900.00 per month was originally

payable on the 1<sup>st</sup> day of each month, which has been increased and is now \$928.00 per month and there are currently no rental arrears. The landlord also holds a security deposit in trust from the tenants in the amount of \$450.00, and no pet damage deposit was collected. The rental unit is a single family dwelling, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord further testified that the tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and a copy has been provided for this hearing. It is dated June 2, 2021 and contains an effective date of vacancy of June 12, 2021 for unpaid rent in the amount of \$1,333.00 that was due on June 1, 2021. Written across the top is a note that states: "CANCEL NOTIFICATION." The landlord testified that the Notice was cancelled after payment from the tenants was received.

On April 27, 2021 the landlord served a One Month Notice to End Tenancy for Cause by placing it in the mailbox at the rental unit. A copy has been provided for this hearing, and it is not dated, but signed by the landlord and contains an effective date of vacancy of May 31, 2021. The reasons for issuing it state:

- Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property park;
- Tenant has not done required repairs of damage to the unit/site/property/park.

### Analysis

The *Residential Tenancy Act* requires a landlord to serve any notice to end a tenancy in the approved form. Further, the *Act* states:

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.

In this case, the landlord has not dated the Notice, and therefore, I find that it is not effective, and I cancel it.

### Conclusion

For the reasons set out above, the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities is cancelled.

The One Month Notice to End Tenancy for Cause containing an effective date of vacancy of May 31, 2021 is hereby 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 *Residential Tenancy Act*.

Dated: August 24, 2021

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Residential Tenancy Branch