



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding All Canadian Peoples Finance
Ltd. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing was scheduled to convene at 1:30 p.m. this date by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for unpaid rent or utilities.

The tenant and an Advocate for the tenant attended the hearing, and each gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlord joined the call.

The tenant testified that the landlord was served with the application and notice of this hearing by registered mail on June 10, 2021 and has provided a photograph of an envelope addressed to the landlord with that date stamped on it by Canada Post and a registered mail sticker on it, 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 served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities in accordance with the *Residential Tenancy Act*?

Background and Evidence

The tenant testified that this month-to-month tenancy began on April 1, 1991. Rent in the amount of \$1,500.00 was payable on the 5th day of each month, and there are no rental arrears. The rental unit is a full house, and no written tenancy agreement exists.

On or about May 19, 2021 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice); the landlord knocked on the door of the rental unit and it took some time for the tenant to get downstairs, and when the tenant arrived at the door, the landlord had taped the Notice to the window on the door. A copy of the Notice has been provided for this hearing. It is dated May 19, 2021 and contains an effective date of vacancy of May 30, 2021 for unpaid rent in the amount of \$1,500.00 that was due on May 5, 2021. Only 2 pages of the 3-page Notice has been provided for this hearing, and it is not signed by a landlord.

The landlord also served the tenant with a Two Month Notice to End Tenancy for Landlord's Use of Property because the landlord sold the rental unit. The tenant vacated the rental unit on August 1, 2021.

The tenant's Advocate testified that he asked the landlord to withdraw the Notice, to which the landlord replied saying that the tenant had paid the rent and the Notice is void.

On May 19, 2021 the tenant gave rent cheques to the landlord for May and June.

A string of emails has also been provided for this hearing wherein the tenant's Advocate requests that the landlord withdraw the eviction notice and the landlord's response dated June 11, 2021 states that the tenant was already told that the Notice was void when the tenant "opened the door and paid the rent." It also states that the last month of rent was supposed to be free rent.

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*. In this case, the landlord has not attended the hearing to testify and has not provided any evidentiary material.

I have reviewed the Notice, and since not all pages have been provided for this hearing, I cannot be certain that the landlord served the Notice in the approved form. However, the *Act* also states that in order to be effective, the Notice must be signed and dated by the landlord. The Notice provided for this hearing is not signed by a landlord 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 dated May 19, 2021 is hereby cancelled.

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: September 02, 2021

Residential Tenancy Branch