



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing was convened in response to an application by the Tenant for an order cancelling a notice to end tenancy pursuant to section 46 of the *Residential Tenancy Act* (the “Act”). 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?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

### Background and Evidence

The Landlord is unsure when the tenancy started. The Tenant states that they moved into the unit on or about February 24, 2021. The Parties agree that at the onset of the tenancy rent of \$1,100.00 was payable on the first day of each month. The Parties agree that at the outset of the tenancy the Landlord collected \$550.00 as a security deposit. There is no written tenancy agreement. The Landlord gave the Tenant a 10-day notice to end tenancy for unpaid rent dated July 29, 2021 (the “Notice”). The Notice is on a form dated 2007 and does not set out an effective date.

The Tenant provides a copy of a decision dated May 12, 2021 and notes that the decision grants the Tenant a rent reduction to \$806.00 until the Landlord performs repairs. The Landlord states that they do not have a copy of this decision.

### Analysis

Section 52 of the Act provides that 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 addition to the Notice not being on a recent and approved form and based on the undisputed evidence that the Notice does not contain an effective date I find that the Notice is not effective to end the tenancy. The Notice is therefore cancelled, and the tenancy continues.

I caution the Landlord that section 77(3) of the Act provides that a decision is final and binding on the Parties and that the previous decision dated May 12, 2021 is therefore final and binding on the Landlord to make repairs. I also caution the Landlord that section 13 of the Act requires a landlord to prepare a written tenancy agreement.

### Conclusion

The Notice is not effective to end the tenancy and is cancelled. 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: December 06, 2021

---

Residential Tenancy Branch