



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, LRE, CNC, OLC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on November 04, 2021 (the “Application”). The Tenant applied as follows:

- To dispute a 10 Day Notice to End Tenancy Issued for Unpaid Rent or Utilities (the “10 Day Notice”)
- To dispute a One Month Notice to End Tenancy for Cause (the “One Month Notice”)
- To suspend or set conditions on the Landlords’ right to enter the rental unit
- For an order that the Landlord comply with the Act, regulation and/or the tenancy agreement

The Tenant appeared at the hearing with the Witness. The Witness was not involved in the hearing until required. The Landlords appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

The Tenant provided the correct rental unit address which is reflected on the front page of this decision.

Pursuant to rule 2.3 of the Rules, I told the Tenant at the outset of the hearing that I would consider the disputes of the notices to end tenancy and dismiss the remaining requests as they are not sufficiently related to the disputes of the notices. The

remaining requests are dismissed with leave to re-apply. This decision does not extend any time limits set out in the *Residential Tenancy Act* (the “Act”).

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence.

The Landlords testified that they received the hearing package from the RTB on November 15, 2021 and confirmed they are agreeable to me proceeding with the hearing today. The Landlords testified that they did not receive the Tenant’s evidence.

The Tenant testified that they did not serve their evidence on the Landlords.

I told the parties I was not satisfied the Tenant complied with rule 3.14 of the Rules and would therefore consider whether the Tenant’s evidence should be admitted or excluded pursuant to rule 3.17 of the Rules. I heard the parties on whether the Tenant’s evidence should be admitted or excluded. The Landlords submitted that the evidence should be excluded. The Tenant agreed their evidence could be excluded. Given the position of both parties, I excluded the Tenant’s evidence.

The Tenant confirmed receipt of the Landlords’ evidence.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered all testimony provided and reviewed the admissible documentary evidence submitted. I will only refer to the evidence I find relevant in this decision.

I note that I did not hear from the Witness during the hearing because I did not find the proposed topics of the Witness’s testimony relevant to the issues before me.

Issues to be Decided

1. Should the 10 Day Notice be cancelled?
2. Should the One Month Notice be cancelled?

Background and Evidence

The Landlords submitted a written tenancy agreement and the parties agreed it is accurate. The tenancy started October 01, 2021. Rent is \$2,200.00 per month due on or before the first day of each month.

10 Day Notice

The Landlords submitted the 10 Day Notice which is dated November 02, 2021. The 10 Day Notice does not include an effective date.

During the hearing, I noted the requirements of section 52 of the *Act* in relation to the form and content of the Notice and noted that the 10 Day Notice does not have an effective date as required. I told the parties I would hear their submissions on this issue and whether the 10 Day Notice should be amended.

The Landlords testified as follows. They realize there is no effective date on the 10 Day Notice. They are new to being landlords. The 10 Day Notice says it is a “10 Day Notice” at the top which means it is a 10 day notice from when it is signed and delivered. They understand that the absence of an effective date is an issue; however, it was a minor oversight.

The Tenant testified as follows. The 10 Day Notice should have an effective date. The Landlords should have read the 10 Day Notice. The 10 Day Notice has not been filled out properly. They admitted they did not do their due diligence in relation to serving evidence and the Landlords have not done their due diligence in relation to completing the 10 Day Notice.

One Month Notice

The parties agreed the Tenant has not been issued a One Month Notice on an RTB form.

Analysis

10 Day Notice

The Notice was issued pursuant to section 46 of the *Act*. Pursuant to section 46(2) of the *Act*, the Notice must comply with section 52 of the *Act*.

Section 52 of 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...
- (e) when given by a landlord, be in the approved form.

(emphasis added)

The 10 Day Notice does not state the effective date as required and therefore is not a valid notice to end tenancy. It is not relevant that the Landlords are new landlords, they still must comply with the *Act*. I do not find that it is the Tenant's responsibility to determine what date the Landlords are asking them to vacate the rental unit. I find it is the Landlords' responsibility to complete the 10 Day Notice properly. I do not find the absence of an effective date on the 10 Day Notice to be a minor issue. The *Act* only requires the Landlords to comply with form and content requirements in relation to six items, including stating an effective date. The *Act* would not require that a notice to end tenancy state an effective date if this was not an important piece of information. Further, the effective date is important as it is the date the Landlords expect the Tenant to vacate the rental unit.

Given the 10 Day Notice does not include an effective date, it is not a valid notice to end tenancy and is cancelled. The Application as it relates to the 10 Day Notice is granted. The tenancy will continue until ended in accordance with the *Act*.

One Month Notice

The Tenant was not served a One Month Notice and therefore the dispute is dismissed without leave to re-apply.

Conclusion

The Application is granted as it relates to the 10 Day Notice. The 10 Day Notice is cancelled. The tenancy will continue until ended in accordance with the *Act*.

The dispute of the One Month Notice is dismissed without leave to re-apply.

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