



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Dawson Place Management
and [tenant name suppressed to protect privacy]

DECISION

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 46;
2. An Order restricting the Landlord’s entry - Section 70; and
3. An Order for recovery of the filing fee - Section 72.

The Tenant did not attend the hearing that commenced at 9:30 a.m. and lasted to 9:40 a.m. As the Tenant did not attend the hearing to pursue their application, I dismiss the application. The Landlord appeared and was given full opportunity to be heard, to present evidence and to make submissions. The Landlord confirms that the Tenant has moved out of the unit and that the Landlord has possession of the unit.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent?

Background and Evidence

The tenancy under written agreement started on October 4, 2022. Rent of \$1,395.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$697.50 as a security deposit. The Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent dated November 3, 2022 (the “Notice”). The Notice sets out unpaid rent of \$1,410.00 representing unpaid rent for November 2022 plus unpaid parking of \$15.00. The Notice is on a form dated 2009.

Analysis

Section 52(e) of the Act provides that in order to be effective a notice, a notice to end a tenancy must be in writing and must, when given by a landlord, be in the approved form. As the Notice is on a form that is very old and no longer used as an approved form by the Residential Tenancy Branch, I find that the Notice is not on an approved form and is therefore not effective to end the tenancy. The Notice also does not set out the correct amount of unpaid rent as it includes a parking sum and is therefore not valid for its purpose. For these reasons I am unable to provide a monetary order for unpaid rent to the Landlord. The Landlord remains at liberty to make an application in relation to unpaid rents and/or parking fees.

Conclusion

The Tenant's application is dismissed.

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: March 21, 2023

Residential Tenancy Branch