



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, LAT, OLC

### Introduction

The tenants applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The tenants ask me for the following orders.

1. Cancellation of three 10-day Notices to End Tenancy, drawn 28 February 2023 [the 'Notices'].
2. Permission to change the locks to the rental unit [the 'Locks Order'].
3. Requirement that landlords comply with the tenancy agreement [the 'Compliance Order'].

The landlords appeared at the hearing on 14 April 2023. The tenants also appeared.

### Preliminary Matters

The landlords drew up the three Notices and served them all together on the tenants *via* registered mail on 8 March. These Notices alleged that the tenants failed to pay rent in January, February and March.

Rule 2.3 of the RTBs Rules of Procedure stipulates that, 'Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.'

I have determined that the Locks Order and the Compliance Order are unrelated to the dispute over the Notices (*i.e.* whether the tenants paid rent in January, February and March). The tenants conceded this during the hearing.

Because of this, I dismiss the tenants' application for the Locks Order and the Compliance Order, with leave to re-apply.

In doing so, I do not make any finding on the merit of the tenants' claim: only that their claim is unrelated to the issue of unpaid rent. The tenants are free to re-apply for the Locks Order and the Compliance Order.

### Issue to be Decided

Having severed these issues, I am left with the question: should I cancel the Notices?

### Background and Evidence

This parties agreed in writing that the tenants would rent a unit from the landlords. This agreement recorded the address of the rental unit. To anonymise this decision, I will write this address as:

1234 Main Street  
Centreville, B.C. A1A 2B2  
[the 'Address']

The landlords told me that they did not receive rent from the tenants for January, February and March this year. As a result, on 28 February they drew up the Notices.

The tenants submitted copies of these Notices. On reviewing the Notices, I noted the following:

1. one of the landlords signed and dated the Notices 28 February 2023;
2. the Notices recorded the Address, and added, 'basement suite';
3. one Notice recorded an effective move-out date of 15 January 2023 (about six weeks before the date of the notice);
4. another Notice recorded a move-out date of 15 February 2023 (about two weeks before the date of the notice);
5. the third Notice recorded a move-out date of 15 Mach 2023; and
6. the Notices included pages 1 and 3 of the form approved by the RTB, but none of the Notices included page 2 (which meant that none of the Notices stated the basis for the Notices).

When I asked the landlords if they had sent page 2 of each of the Notices to the tenants, I was told by one landlord that the RTB forms were only double-sided, and, 'We

don't have any page two.' The other landlord (who dated and signed the Notices) had no recollection of having completed page 2 of the Notices.

The tenants also filed a copy of the envelope in which they received the Notices. The envelope bore the following address (again, anonymized as above):

To [name of tenants]  
Basement Suite  
1234 Centreville, B.C.  
A1A 2B2  
[emphasis added]

I noted that this address lacked the name of the street on which the rental unit is. Despite this, Canada Post apparently were able to deliver the envelope to the tenants.

### Analysis

Section 46 (2) of the *Residential Tenancy Act* [the 'Act'] says that a 10-day Notice to End Tenancy must comply with section 52. Section 52 requires that, to be effective, such a notice must:

- (a) be signed and dated;
- (b) give the address of the rental unit;
- (c) state the effective date of the notice;
- (d) state the grounds for ending the tenancy; and
- (e) be in the form approved by the RTB.

Based on the evidence I heard and saw at this hearing, I accept that the Notices were signed and dated; and gave the address of the rental unit. But other than these details, the Notices failed to comply with section 52.

The Notices did not state the grounds for ending the tenancy, as they were missing page 2 (the page in which those grounds are recorded). Furthermore, without page 2, these Notices were not in the form approved by the RTB.

And while the Notices strictly did state their effective dates, two of Notices recorded effective dates that were nonsensical, *i.e.* they gave effective dates that pre-dated the drawing and delivery of the Notices.

It is not uncommon for landlords to miscalculate an effective date in relation to the date on which a notice is drawn. But to record an effective date that is impossible to comply with (that is, a date before which the landlords serve the notice) is useless in giving notice to a tenant as to when the tenant must vacate.

Note too that section 88 (c) of the Act requires that – if a landlord sends a notice by mail – then the landlord must send it to the address at which the tenant resides. Though Canada Post were (to their credit) able to deliver the Notices to the tenants despite the faulty address written on the envelope, I find that the address as written on the envelope does not satisfy section 88 (c) and supports the notion that the landlords were careless in drawing and serving these Notices.

### Conclusion

I find that the Notices are ineffective, as they do not comply with section 52 of the Act. Also, I find that, in all the circumstances, the Notices were improperly served. And so I grant the tenants' application and cancel these Notices.

I make this decision on authority delegated to me by the Director of the RTB *per* section 9.1(1) of the Act.

Dated: 14 April 2023

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Residential Tenancy Branch