



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes OPU, MNRL, FFL

Introduction

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act (the “Act”) for the following orders:

1. an Order of Possession, pursuant to section 55;
2. a Monetary Order for unpaid rent, pursuant to section 67; and,
3. authorization to recover the filing fee for this application from the tenant pursuant to section 72.

DP (the “landlord”) and PV (the “tenant”) appeared at the hearing.

Preliminary Matter

During settlement discussions PV was abruptly disconnected from the conference call. I waited approximately ten minutes to allow them to dial back in. When they did not dial back into the hearing, I advised DP that the matter would be adjourned.

However, after further consideration of the evidence before me and particularly, the 10-Day Notice, I have determined that a reconvened hearing is not necessary. Rather I have rendered a decision in this matter as described below.

Analysis

Section 52 of the Act discusses the form and content requirements of a notice to end tenancy and states the following:

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.

I have reviewed the 10-Day Notice and I find it defective because it does not sufficiently state the grounds for ending the tenancy. The landlord indicates that the tenant has failed to pay rent in the amount of \$20,000.00 due on: 2021. The form clearly requires a day, month, and year, that the rent was due. In the absence of this information, I find that the 10-Day Notice does not state the grounds for ending the tenancy as required by section 52(d) of the Act.

Furthermore, I note that 10-Day Notice lists only one of the two tenants by their first name and does not include their surname.

Based on the foregoing, I find that 10-Day Notice does not meet the form and content requirements of section 52 and is therefore not effective. The 10-Day Notice is cancelled, and the tenancy will continue until such time as it is ended in accordance with the Act.

As the landlord was unsuccessful in their application, they are not entitled to recover the filing fee paid for this application from the tenant.

Importantly, this decision does not preclude the parties from settling their dispute on their own accord.

Conclusion

The 10-Day Notice is cancelled. This tenancy shall continue until such time as it is ended in accordance with the Act.

The landlord's application pursuant to section 55 of the Act is dismissed without leave.

The landlord's application pursuant section 67 of the Act is dismissed with leave to reapply.

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: May 12, 2023

Residential Tenancy Branch