



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SUTTON GROUP 1ST WEST  
REALTY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing was scheduled to convene at 11:00 a.m. on June 20, 2023 by way of conference call concerning an application made by the tenants seeking an order cancelling a notice to end the tenancy for unpaid rent or utilities.

One of the tenants attended the hearing, gave affirmed testimony and represented the other named tenant. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlord joined the call. The tenants have provided evidence of serving the landlord with the Notice of Dispute Resolution Proceeding on March 11, 2023 by registered mail, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

The landlord has not provided any evidentiary material for this hearing, and all evidence of the tenants has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

Has the landlord established that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was issued in accordance with the *Residential Tenancy Act*?

### Background and Evidence

The tenant testified that this tenancy began in July, 5 years ago and the tenants still live in the rental unit. Rent in the amount of \$1,200.00 is payable on the 1<sup>st</sup> day of each month and there are no rental arrears.

The tenants have provided a copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, which is not dated by the landlord and is not signed by a landlord, and contains an effective date of vacancy of March 1, 2023. The reason for issuing it states that the tenants failed to pay rent in the amount of \$1,200.00 that was due on February 1, 2023. The tenants have also provided receipts for rent paid.

### Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord, the onus is on the landlord to establish that it was given in accordance with the *Residential Tenancy Act*. The law also states that in order to be effective, the Notice must be dated and signed by the landlord giving the Notice.

In this case, the Notice is not signed, not dated, and no one for the landlord joined the call to establish that it was given in accordance with the *Act*.

Therefore, I cancel the Notice and the tenancy continues until it has ended in accordance with the law.

### Conclusion

For the reasons set out above, the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities that contains an effective date of vacancy of March 1, 2023 is hereby cancelled and the tenancy continues until it has ended in accordance with the law.

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: June 20, 2023

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Residential Tenancy Branch