



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes:

MNR, OPR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent dated June 15, 2009, a monetary order for rent owed and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on July 2, 2009, the tenant did not appear

Issue(s) to be Decided

The landlord is seeking an Order of Possession. The landlord is also seeking a monetary order claiming unpaid rent of \$750.00 each month for June 2009, and \$750.00 for July 2009 owed by the tenant.

The issues to be determined based on the testimony and the evidence are:

- Whether or not the landlord is entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent
- Whether or not the landlord is entitled to monetary compensation for rental arrears owed and loss of rent.

Background and Evidence

The landlord submitted into evidence the first page of a 10-Day Notice to End Tenancy dated June 15, 2009 with effective date shown as June 15, 2009. The second page of the notice was missing. No other evidence was submitted.

The landlord testified that the tenancy began in December 2008 with rent set at \$750.00. No written tenancy agreement was signed and no security deposit was paid. The landlord testified that the tenant failed to pay rent for the months of May 2009 and June 2009. The landlord testified that the tenant has not been on site for some time and his mail is not being retrieved. However all of his items remain in the suite. The landlord testified that the tenant has not vacated the unit and the landlord has requested an Order of Possession and a monetary order for rent owed.

Analysis

Based on evidence of the landlord, I find that the tenant was served with page one of a Notice to End Tenancy for Unpaid Rent by serving it in person.

Section 46 of the Act states that a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice. However, the Act also states that a notice under this section must comply with section 52 *[form and content of notice to end tenancy]*.

Section 52 states that, in order to be effective, a notice to end a tenancy must be in writing and must also:

- (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, and
- (e) when given by a landlord, be in the approved form.**

In this instance, I find that the landlord did not serve a complete Notice to the tenant and therefore the notice is invalid. I find that the landlord must serve another two-page Notice to the tenant for it to be effective.

Based on the above facts I find that the landlord is not entitled to an Order of Possession nor a monetary based on the defective Ten-Day Notice to End Tenancy for Unpaid Rent dated June 15, 2009.

Conclusion

I hereby dismiss the landlord's application in its entirety without leave.

July 2009

Date of Decision

Dispute Resolution Officer