



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The participatory hearing was held on May 8, 2023. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice)

The Landlord and the Tenant both attended the hearing and provided affirmed testimony.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Should the 10 Day Notice be cancelled?
 - If not, is the landlord entitled to an Order of Possession or a monetary order?

Background, Evidence and Analysis

In the matter before me, the Landlord has the onus to prove that the reason in the Notice is valid.

The Tenant acknowledged receipt of the 10 Day Notice on January 10, 2023. A copy of this 10 Day Notice was provided into evidence and it lists that the Tenant failed to pay \$650.00 that was due as of January 1, 2023. The Landlord signed and dated his signature on the 10 Day Notice, filled out the names of the parties, and included the effective date of the 10 Day Notice. However, the Landlord failed to fill out the address of the rental unit, as shown below:

I, the Landlord, give you 10 days' notice to move out of the rental unit/site located at:				
site/unit #	street # and name	city	province	postal code

Section 52 of the *Act* requires that any notice to end tenancy issued by a landlord must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form, as quoted below:

Form and content of notice to end tenancy

52 *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.*

In this case, I find the 10 Day Notice does not meet the form and content requirements set forth under section 52 of the *Act*.

In light of the above, I grant the Tenant's request to cancel the 10 Day Notice. Accordingly, the tenancy continues at this time and until such time it legally ends.

Conclusion

The Notice issued in January 2023, has been cancelled and the tenancy continues at this time.

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 11, 2023

Residential Tenancy Branch