



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MONARCH PROPERTIES LTD.  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes          CNR

### Introduction

This hearing was scheduled to deal with the tenant's application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent. The tenant did not appear at the hearing despite leaving the teleconference call open for at least 15 minutes. An agent for the landlord appeared at the hearing and confirmed that the tenant had served another agent with the hearing documents. Since the tenant did not appear and the landlord appeared and was prepared to respond to the tenant's application, I dismissed the tenant's application without leave.

The landlord confirmed that the tenant continues to reside in the rental unit.

Section 55 of the Act provides, in part:

**55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

(a) the landlord's notice to end tenancy complies with section 52 *[form and content of notice to end tenancy]*, and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

[Reproduced as written with my emphasis added]

Given section 55(1) of the Act, I must proceed to consider whether the landlord is entitled to an Order of Possession.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession under section 55(1) of the Act?

### Background and Evidence

The landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent on March 11, 2016 and served it upon the tenant in person. The 10 Day Notice indicates rent of \$4,800.00 was outstanding at that time and has a stated effective date of March 20, 2016. The 10 Day Notice also provides for the name of the tenant; the name of the landlord; and a signature of the landlord's agent.

The landlord affirmed that the tenant did not pay all of the outstanding rent.

#### Analysis

In this case, the tenant filed to dispute a 10 Day Notice to End Tenancy and the tenant's Application has been dismissed. Upon review of the 10 Day Notice submitted as evidence by the tenant, which I confirmed with the landlord during the hearing, I am satisfied that the 10 Day Notice meets the form and content requirements of section 52 of the Act. Although the stated effective date is non-compliant with the Act, an incorrect effective date does not invalidate a Notice to End Tenancy. Rather, section 53 of the Act provides that it automatically changes to comply. Accordingly, I find the effective date changed to read March 21, 2016. Since March 21, 2016 has since passed and since I am satisfied that the criteria of section 55(1) have been met and I provide the landlord with an Order of Possession. The Order of Possession shall be effective two (2) days after service upon the tenant.

#### Conclusion

The tenant's application has been dismissed. The landlord has been provided an Order of Possession effective two (2) days after service upon the tenant.

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: April 27, 2016

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Residential Tenancy Branch