



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding The Hilden Hotel
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, CNC, MT

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order allowing more time to make the application to cancel the notices to end tenancy - Section 66; and
2. An Order cancelling notices to end tenancy - Section 46 and 47;

The matter was set for a conference call hearing at 10:30 a.m. on this date. The line remained open while the phone system was monitored for ten minutes. The only participant who called into the hearing during this time was the Landlord who was ready to proceed on a notice to end tenancy for unpaid rent (the “Notice”) issued May 13, 2016. The Tenant failed to attend to present its claim. In the absence of the Tenant who made the application, I dismiss this claim without leave to reapply.

The Landlord noted that its name is not correctly set out in the application for dispute resolution. The Landlord states that the name set out on the application is the previous name of the building that was changed some time ago. The Landlord indicates that the Notice correctly sets out the Landlord’s name. The Landlord requests an amendment to the application to correct the Respondent/Landlord’s name. Rule 4.2 and 4.7 of the Rules of Procedure provides that an application may be amended at the time of the hearing in circumstances that can be reasonably anticipated and where there is no prejudice to the respondent. As the change of the Respondent name is merely cosmetic and does not prejudice either Party, I amend the application to correctly name the Respondent.

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides that a notice to end tenancy from a landlord must be in writing and 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 the Notice complies in form and content and as the Tenant's application has been dismissed I find that the Landlord is entitled to an order of possession. I therefore grant an Order of Possession to the Landlord effective two days after service of the original copy of the Order on 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: June 30, 2016

Residential Tenancy Branch