



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, AAT

Introduction

On June 21, 2016, the Tenant made an Application for Dispute Resolution to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“the Notice”) dated June 19, 2016.

The matter was set for a conference call hearing. The Landlord attended the hearing; however, the Tenant did not.

The Landlord was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions at the hearing.

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.

Preliminary Issues

The Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities using two different versions of the form. The first page of the Notice is on a form dated 2007/06. The second page of the Notice is on a form dated 2010/10. The Landlord testified that both pages of the Notice were served on the Tenant.

Section 52 of the Act states that in order to be effective, a notice to end a tenancy must be in writing and must

- be signed and dated by the Landlord or Tenant giving the notice,
- give the address of the rental unit,
- state the effective date of the notice,
- state the grounds for ending the tenancy, and

- when given by a Landlord, be in the approved form.

Section 68 of the Act states that if a notice to end a tenancy does not comply with section 52, the director may amend the notice if satisfied that

- a) the person receiving the notice knew, or should have known, the information that was omitted from the notice, and
- b) in the circumstances, it is reasonable to amend the notice.

I find that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated June 19, 2016, that the Landlord served on the Tenant complies with the requirements of section 52 of the Act. The effective date of June 31, 2016 is incorrect; however, I find it is reasonable to amend the effective date of the Notice to be June 30, 2016. I find that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated June 19, 2016, is an effective Notice.

Issue to be Decided

Should the Tenant's application be dismissed?
Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord testified that the tenancy began in March 2016, as a month to month tenancy. Rent in the amount of \$800.00 per month is to be paid on the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$400.00.

The Landlord testified that the Tenant is still living in the rental unit. The Landlord testified that the Tenant did not pay the rent that was due on June 1, 2016. The Landlord testified that the Tenant paid \$600.00 for June 2016, rent on June 13, 2016, but he still owed the Landlord an additional \$200.00.

The Landlord testified that the Tenant was served with the Notice on June 19, 2016, by posting the Notice to the Tenant's door. The Notice states that the Tenant must move out of the rental unit by June 31, 2016. The Notice also states that a Tenant can make application for dispute resolution within 5 days of receiving the Notice.

The Tenant disputed the Notice on June 21, 2016, but has failed to attend the hearing.

The Landlord testified that the Tenant paid the outstanding amount of \$200.00 for June 2016, rent on June 28, 2016.

The Landlord testified that the Tenant has paid rent for July 2016, and August 2016, but the rent was late. She testified that the Tenant does not currently owe any money for unpaid rent.

The Landlord requests an order of possession be granted because the Tenant did not pay the rent within five days of receiving the Notice and because the Tenant has not appeared at the hearing to dispute the matter. The Landlord requested that the order of possession be dated effective August 31, 2016, because the Tenant has paid rent for the month of August 2016.

Analysis

Based on the above, the testimony and evidence of the Landlord, and on a balance of probabilities, I find as follows:

The Tenant's application indicates he received the Notice on June 19, 2016. I find that on June 28, 2016, the Tenant paid the outstanding rent, but the rent was not paid within 5 days of receiving the Notice. The Tenant did apply for hearing within 5 days of receiving the Notice, but the Tenant failed to attend the dispute resolution hearing. I therefore dismiss the Tenant's application to cancel the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated June 19, 2016.

Under section 55 of the Act, when a Tenant's application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the Notice complies with the requirements for form and content and I find that the Landlord is entitled to an order of possession. As requested by the Landlord, I grant an order of possession effective August 31, 2016, after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The Tenant failed to pay the rent within 5 days of receiving the Notice and failed to attend the hearing. The Tenant's Application is dismissed. The Landlord is granted an order of possession effective August 31, 2016, after service 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: August 03, 2016

Residential Tenancy Branch