



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Ranier Holdings Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

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 cancelling a notice to end tenancy - Section 66.

The matter was set for a conference call hearing at 9:00 a.m. on this date. The line remained open while the phone system was monitored for ten minutes. The only participants who called into the hearing during this time were the Landlords who were ready to proceed on the notice to end tenancy for cause (the “Notice”). The Tenant failed to attend to present their claim. In the absence of the Tenant who made the application, I dismiss this claim without leave to reapply.

Rent is due on the first day of each month. The Landlord served the Notice dated December 4, 2016 by posting the Notice on the door of the unit. The effective date set out on the Notice is January 4, 2017.

Section 47 of the Act provides that a notice under this section must end the tenancy effective on a date that is

- (a) not earlier than one month after the date the notice is received, and
- (b) the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

Section 53 of the Act provides that if a landlord or tenant gives notice to end a tenancy effective on a date that does not comply, the notice is deemed to be changed to be in

compliance. Given the date of the Notice and when it was served and considering that rent is due on the first day of each month I find that the effective date of the Notice is automatically corrected to January 31, 2017.

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 1:00 p.m. on January 31, 2017.

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: January 24, 2017

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Residential Tenancy Branch