



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VALLEY STREET PROPERTY LTD., AWM-ALLIANCE REAL ESTATE GROUP LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes cnr, olc, ff

Introduction

The tenant's son, ostensibly on her behalf, has applied for dispute resolution, seeking an order cancelling a 10 day Notice to End Tenancy (for unpaid rent or utilities) and an order that the landlord comply with the Act, regulation, or tenancy agreement, and an order to recover the tenant's filing fee.

The tenant's son's name appeared on the application as an applicant and tenant, but the tenant testified in fact he was an occupant at the premises and not a tenant. I have therefore exercised my authority to clarify in the style of cause that the proper name of the tenant is his mother only. I accepted at his word that the tenant's son was an authorized agent for his mother, even though the tenant had provided no confirmation in writing as to such authorization.

I similarly accepted at his word that the landlord's representative at the hearing is a representative of the management company retained by the landlord/owner. Based upon his testimony as to the exact wording of the legal names of the respondents, I have also clarified in the style of cause the proper wording of those legal names.

Issues to Be Decided

- Is the 10 Day Notice to End Tenancy (the "Notice") served upon the tenant effective to end this tenancy, and entitle the landlord to an Order of Possession?

Background and Evidence

Based upon the relevant evidence and testimony before me, I find that the following summarizes the relevant facts:

This tenancy began November 1, 2015. Rent is due on the 1st day of each month in the amount of \$1,150.00. The property is owned by a corporate entity (the first named respondent "VSP") who originally managed this rental unit. The owner subsequently and effective April 1, 2016 retained a management company (the second named respondent "AWM") to manage the subject rental property.

The tenant, through her son, became concerned as to who to pay the rent to. No rent was paid by the tenant for November or any month since. Post-dated rent cheques had

been provided to the landlord's management company, but with a specific directive they were not to cashed. On December 5, 2016 the landlord's representative clarified in writing that the rent could continue to be paid as before, by way of cheque with the owner as payee, or with the management company as payee. Despite this advice, the tenant did not permit the rent cheques to be cashed, and paid no rent in any other format. On January 6, 2017 the landlord served the tenant with a 10 day Notice to End Tenancy. The tenant's son confirms this was received January 7, 2017. The rental arrears at that time were \$3,450.00 but these were not paid, rather the tenant's son filed this dispute of the Notice.

The tenant's son's contends that there are defects on the Notice rendering it invalid. The tenant's son alleges the Notice should be found invalid. He points to the fact that the owner's name fails to include the "Ltd" designation, and that the landlord's address on the form is incomplete, as no street name is included.

The landlord's representative denies any problem that would invalidate the 10 day Notice, and notes that the tenant was well aware of the change in the property management, as indicated by the payment of rent in April through October, all months in which the property was managed by the new property management company.

Analysis

Section 26(1) of the Residential Tenancy Act requires that a tenant must pay rent when it is due under the tenancy agreement. The landlord was therefore entitled in law to serve the notice ending this tenancy, after rent for November, December and January was unpaid. Upon receipt of that notice, the tenant should have paid the full rental arrears within the required 5 day period, in order to have the tenancy continue.

Section 52 of the Act provides 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, give the residential address of the rental unit, state the effective date of the notice, provide the grounds for ending the tenancy, and by on the approve form. All of these criteria are proper. The issue then is whether the failure to include the LTD designation or whether the incomplete address of the landlord are errors that serve to invalidate the Notice, even though not specifically mentioned in section 52.

I find that the 10 day Notice in question satisfies the provision of section 52 of the Act and is in the proper form. The errors noted by the tenant's son are inconsequential and do not prejudice the tenant in any way. This is not a case where the tenant was unaware of the landlord's address, or to whom the rent was to be paid,. The tenant was given very clear direction by the landlord to the tenant in the letter of December 6 as to the payment of rent, and that letter clearly bore the address. I find that the tenant knew or should have known that the rental arrears had to be paid when the notice was given if the tenant wanted the tenancy to continue, yet the tenant and her son failed to pay it. The notice is therefore found effective to end this tenancy, and the landlord has established a right to possession. The tenant's claim is dismissed in full.

Section 55 (1) of the Residential Tenancy Act provides that 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 the landlord's notice is proper as to form and content, and the tenant's application to cancel the Notice is dismissed. As noted above, although it contains minor but not prejudicial errors, I find the form and content of the Notice to be proper and satisfying the requirements of section 52. Having dismissed the tenant's claim, all required conditions for an Order of Possession are met. I grant an Order of Possession to the landlord, effective 48 hours following service upon the tenant.

Conclusion

I issue an Order of Possession, effective 48 hours following service upon the tenant. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court for enforcement.

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: February 03, 2017

Residential Tenancy Branch