



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

matter regarding Record Financial
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

This hearing was convened in response to an application by the Tenant for a cancellation of a notice to end tenancy pursuant to section 47 of the *Residential Tenancy Act* (the “Act”).

This 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 Tenant did not attend the hearing. The only participant who called into the hearing during this time was the Landlord who was ready to proceed. In the absence of the Tenant who made the application, I dismiss this claim without leave to reapply.

The Landlord confirms that the one month notice to end tenancy for cause (the “Notice”) dated January 31, 2017 was given to the Tenant by posting the Notice on the door of the unit on January 31, 2017. The effective date stated on the Notice is February 28, 2017. The tenancy agreement provided as evidence for this hearing indicates that rent is payable on the first day of each month.

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 with the Act, the notice is deemed to be changed in accordance with the Act. As the Notice was served by posting it on the door of the unit it is deemed to have been received on February 3, 2017, three (3) days after it was posted. In order to provide a full month’s notice from the date of the rent payable the effective date of the Notice is automatically corrected to March 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 effective 1:00 p.m. on March 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: March 14, 2017

Residential Tenancy Branch