



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR O

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act*. (the *Act*), I was designated to hear this matter. This hearing dealt with the tenant's application to:

- Cancel a landlord's 10 Day Notice to End Tenancy For Unpaid Rent ("10 Day Notice") pursuant to section 46; and
- Other unspecified relief.

### Analysis

While the Respondent attended the hearing by way of conference call, the Applicant did not, although I waited until 9:10 A.M. in order to enable the Applicant to connect with this teleconference hearing scheduled for 9:00 A.M. The Respondent attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

Rule 10.1 of the Rules of Procedure provides as follows:

**10.1 Commencement of the hearing** The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

Section 55(1) of the *Act* reads as follows:

**55** (1) *If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,*

- (a) the landlord's notice to end tenancy complies with section 52{form and content of notice to end tenancy}, and*
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.*

Based on the 10 Day Notice entered at the hearing as written evidence, I do not find that the landlord's 10 Day Notice complies with section 52 of the *Act*.

Section 52(c) of the *Act* notes -

In order to be effective, a notice to end a tenancy must be in writing and must;

- (c) state the effective date of the notice

During the hearing the landlord testified that rent was due on the 1<sup>st</sup> of the month. The 10 Day Notice entered into evidence shows that the 10 Day Notice for unpaid rent for the month of August 2017 was posted on the tenant's door on August 1<sup>st</sup>, 2017. Rent was not yet due at the time of the service of this 10 Day Notice, as the tenant had until midnight of August 1<sup>st</sup>, 2017 to pay the rent.

### Conclusion

The tenant was successful in cancelling the landlord's 10 Day Notice. This tenancy shall continue until it is ended in accordance with the *Act*.

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: September 29, 2017

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Residential Tenancy Branch