



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

This hearing was convened as a result of the Tenants' Application for Dispute Resolution, made on January 23, 2018 (the "Application"). The Tenant applied for an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated January 16, 2018 (the "10 Day Notice"), pursuant to the *Residential Tenancy Act* (the "Act")

This matter was set for hearing by telephone conference call at 11:00 A.M. on March 21, 2018. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the Respondent. Therefore, as the Applicants did not attend the hearing by 11:10 A.M., and the Respondent appeared and was ready to proceed, I dismiss the claim without leave to reapply.

When a tenant's application to cancel a notice to end tenancy is dismissed and the notice complies with section 52 of the *Act*, section 55 of the *Act* requires that I grant an order of possession to the landlord. Having reviewed the 10 Day Notice, a copy of which was submitted into evidence, it does not appear to comply with section 52 of the *Act*. Specifically, the 10 Day Notice does not include an effective date. Although not a content requirement under section 52 of the *Act*, the 10 Day Notice also does not include the Tenants' surnames.

Section 68(1) of the *Act* states:

If a notice to end a tenancy does not comply with section 52 [form and content of notice to end tenancy], 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.*

[Reproduced as written.]

Pursuant to section 68 of the *Act*, I find that the Tenants knew, or should have known, the effective day of the 10 Day Notice. Indeed, the effective date is implied in the name of the notice itself. Further, to the extent it could impact the effectiveness of the 10 Day Notice, I find it is reasonable to conclude the Tenants knew to whom the 10 Day Notice was issued as they took steps to dispute it by filing the Application. I also note the tenancy agreement submitted into evidence confirms the Tenants' first and last names, which correspond to the given names on the 10 Day Notice. Therefore I find it is reasonable in the circumstances to amend the 10 Day Notice to include an effective date of January 26, 2018, and to include the Tenants' surnames.

In light of my findings above, I find the Landlord is entitled to an order of possession, which will be effective two (2) days after it is served on the Tenants.

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 21, 2018

Residential Tenancy Branch