



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SANDORD HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNR

Introduction

This is an Application for Dispute Resolution (the “Application”) brought by the Tenant requesting additional time to dispute a Notice to End Tenancy and a cancellation of the 10-Day Notice to End Tenancy for Unpaid Rent.

The agent for the Landlord appeared for the scheduled hearing, but the Tenant did not. I find that the notice of hearing was properly served and that documentary evidence was submitted by all parties. I left the teleconference hearing connection open until 9:40 a.m. in order to enable the Tenant to call into this teleconference hearing scheduled for 9:30 a.m.

The agent for the Landlord was given full opportunity to be heard, to present affirmed testimony and to make submissions. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord’s agent and I were the only ones who had called into this teleconference.

Although all evidence was taken into consideration at the hearing, only that which was relevant to the issues is considered and discussed in this decision. The Landlord’s agent stated that the name of the Landlord was incorrectly spelled on the Application and consent was given to correct the name to the spelling shown on this decision.

Issues to be Decided

Is the Tenant entitled to additional time to file a dispute against the Landlord, pursuant to section 66 of the Residential Tenancy Act (“Act”)?

Is the Tenant entitled to a cancellation of the 10-Day Notice to End Tenancy for Unpaid Rent, pursuant to section 46 of the Act?

If not, is the Landlord entitled to an Order of Possession, pursuant to section 55 of the Act?

Background and Evidence

The tenancy began May 2, 2013 and a security deposit of \$300.00 was paid by the Tenant. The monthly rent is \$375.00, payable on the 1st day of each month.

The Landlord states that the Tenant was two months behind in payment of rent at the time they issued the 10-Day Notice to End Tenancy on May 7, 2018; that Notice was unsigned and listed an effective date of May 17th. The Tenant filed this Application to dispute that notice on May 17, 2018. The Landlord states that the June rent was also unpaid and a second 10-Day Notice to End Tenancy was provided to the Tenant on June 6, 2018. It was signed and properly served by leaving it with the Tenant on June 6, 2018, with an effective date of June 16, 2018; the Tenant has not filed an application to dispute this second notice for rent arrears.

The Landlord states that the Tenant promised to pay two months' arrears on June 27th, but no payment was made. The Tenant has since paid \$375 on July 3rd and \$125.00 on July 8th. The Landlord states that \$1,010.00 in rent arrears is still outstanding, the Tenant is still residing in the rental unit and an Order of Possession is requested.

Analysis

Rule 7.3 of the Residential Tenancy Branch Rules of Procedure states if a party or their agent fails to attend a hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the Application, with or without leave to re-apply.

As the Tenant did not call into the conference call by 9:40 am., I find the Tenant has not presented the merits of this Application which is hereby dismissed. I have reviewed the 10-Day Notice to End Tenancy for Unpaid Rent dated May 7, 2018 (which was the subject of this Application) and find that it does not comply with the section 52 requirements as to form and content; the Landlord failed to sign the notice and therefore it is not valid and binding on the Tenant. As the subsequent June Notice to End Tenancy is not the issue before me, I make no findings of fact with respect to the validity of that Notice.

Conclusion

For the reasons set out above, the Tenant's application to cancel the Notice to End Tenancy is hereby dismissed without leave to re-apply. The Notice to End Tenancy dated May 7, 2018 is invalid and of no force or effect.

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: July 12, 2018

Residential Tenancy Branch