



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the *Act*") for cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46 of the *Act*.

The Applicant (tenant) did not attend this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

As the landlord confirmed service of the tenant's application and evidence, I find that the landlord was duly served with the tenant's application and evidence in accordance with section 89 of the *Act*.

The landlord testified that the tenant was personally served with a 10 Day Notice for Unpaid Rent on August 13, 2018. Accordingly, I find the tenant duly served with the 10 Day Notice in accordance with section 88 of the *Act*.

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the 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.

In the absence of any evidence or submissions from the applicant, I order the tenant's application dismissed without liberty to reapply.

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 to the landlord an order of possession of the rental unit if

(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.

Section 52 of the *Act* requires that the above Notice complies with the *Act*, specifically, that the Notice must: be in writing and must: (a) be signed and dated by the landlord or tenant giving the notice, (b) give the address of the rental unit, (c) state the effective date of the notice, (d) state the grounds for ending the tenancy, and (e) be in the approved form.

The 10 Day Notice issued to the tenant on August 13, 2018 was not dated by the landlord. The landlord left the section "date signed" blank. As the 10 Day Notice does not comply with section 52(a) of the *Act*, I am unable to issue an Order of Possession to the landlord.

Conclusion

I dismiss the tenant's application for dispute resolution without leave to reapply.

As the 10 Day Notice served on the tenant on August 13, 2018 does not comply with section 52(a) of the *Act*, the 10 Day Notice is cancelled, and is 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: October 11, 2018

Residential Tenancy Branch