



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE WOLSTENCROFT RLTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes

CNR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the “Act”) to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, issued on June 5, 2019, and to recover the filing fee.

This matter was set for hearing by telephone conference call at 11:00 A.M on this date. The line remained open while the phone system was monitored for the duration of the hearing and the only participant who called into the hearing during this time was the respondent landlord’s agent.

In this case, the tenant made an application to dispute the Notice. I find it is reasonable to conclude that in the absence of the tenant that they are no longer disputing the merits of the Notice. Therefore, I dismiss the tenant’s application to cancel the Notice without leave to reapply, as any future application to cancel the Notice would be outside the statutory time limits.

Since I have dismissed the tenant’s application, I find it is not necessary to consider the merits of the Notice. However, I find that I must consider whether the landlord has met the statutory requirements under the Act to end the tenancy.

I accept the evidence of the landlord that the Notice was completed in accordance with Part 4 of the Act - How to End a Tenancy, pursuant to section 46, of the Act. A copy of the Notice was filed in evidence for my review and consideration.

I find the Notice was completed in the approved form and the contents meets the statutory requirements under section 52 the Act.

While I accept the evidence of the landlord that the amount in the Notice included other charges and rent, those other charges should not be in the Notice. I am satisfied that the tenant knew that they had failed to pay rent in the amount of \$963.00. Simply because the amount noted in

the Notice includes other charges, it does not void the Notice or release the tenant from their obligation to ensure all rent owed was paid. Therefore, I have amended the Notice, pursuant to section 68 of the Act, to indicate unpaid rent in the amount of \$963.00 was owing, as the tenant was fully aware rent was due and owing at the time the Notice was issued. The tenant failed to pay the outstanding rent or any subsequent rent since the Notice was issued.

I am satisfied based on the landlord's agent evidence that the landlord has met the statutory requirements under the Act to end a tenancy.

Since I have dismissed the tenant's application to cancel the Notice, and I have found the landlord has met the statutory requirements under the Act to end the tenancy. I find the landlord is entitled to an order of possession pursuant to section 55 of the Act.

Therefore, I find that the landlord is entitled to an order of possession effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

#### Conclusion

The tenant's application is dismissed. The landlord has met the statutory requirements to end the tenancy and is granted an order of possession

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 19, 2019

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Residential Tenancy Branch