



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC, RP, LRE, OLC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the “Act”) to cancel One Month Notice to End Tenancy for Cause (the “Notice”) issued on July 10, 2019, to have the landlord make repairs to the unit, to suspend or set conditions on the landlord's right to enter the rental unit and to have the landlord comply with the Act.

Preliminary and procedural matters

In this matter, I the Arbitrator was monitoring the phone system prior to the hearing commencing at 11:00A.M. There were two callers on the telephone line when I entered the hearing at the schedule time, one caller hung up. Only the landlord remained on the line.

This matter was set for hearing by telephone conference call at 11:00 A.M on August 12, 2019. The line remained open while the phone system was monitored for fifteen minutes, and the tenant did not call into the hearing.

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 or proceeding with the balance of their claim. Therefore, I dismiss the tenant's application.

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 47 of the Act.

As the tenant was required to provide a copy of the Notice, when they filed their application and did not. I allowed the landlord to provide verbal testimony on the Notice, and provide a copy of the Notice after the hearing. I find this not prejudicial to the tenant, as the tenant has acknowledged that they received the Notice on July 11, 2019, in their application.

In this case, the landlord completed the Notice in the approved form; however, the contents does not meet the statutory requirements under section 52 the Act.

I have referred to section 68(1) of the Act, which states even if a notice to end a tenancy does not comply with section 52 of the Act, the director may amend the notice if satisfied that the person receiving the notice knew, or should have known, the information that was omitted from the notice and in the circumstance, it is reasonable to amend the notice.

In this case, there are two errors on the Notice. Firstly, the landlord did not write the tenant's name on the form. I am satisfied that the tenant knew the Notice was issued to them as they filed a dispute against the Notice. Secondly, the landlord forgot to sign the form; however, the tenant disputed the Notice and served the landlord, who attended the hearing. I am satisfied that the tenant knew the landlord issued the Notice. Therefore, in this circumstance, I have allowed the Notice to be amended.

Further, I accept the evidence of the landlord that the tenant was served with the Notice in compliance with the service provisions under section 88 of the Act, which the tenant acknowledged service of the Notice on July 11, 2019.

I am satisfied based on the landlord's 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.

In this case, the effective date given in the Notice exceeded one month, and the date in the Notice of September 10, 2019, has now passed. Therefore, I find the tenancy legally ended on September 10, 2019.

As the tenant has not paid rent any occupancy rent, and may have not paid any rent since the Notice was issued, 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.

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: September 13, 2019

Residential Tenancy Branch