



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding STRATTON VENTURES LTD and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the Tenant applied for an order to cancel a One Month Notice to End Tenancy For Cause, dated October 22, 2021 (the One Month Notice).

The Landlord attended the hearing; the Tenant did not. The Tenant was represented by advocate J.M. The Landlord and J.M. were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

J.M. submitted that the Tenant served the Landlord with the Notice of Dispute Resolution Proceeding (NDRP) and their evidence by registered mail on November 5, 2021; the Landlord confirmed they received it on November 9, 2021. I find the Tenant served the NDRP and evidence on the Landlord in accordance with section 89 of the Act.

The Landlord testified they served their responsive evidence on the Tenant by posting it to the door on December 22, 2021. J.M. advised that the Tenant found the Landlord's evidence in the laundry room of the building on an unknown date. I find the Tenant sufficiently served pursuant to section 71 of the Act, and deem the evidence received by the Tenant on December 25, 2021, per section 90 of the Act.

Preliminary Matter

At the beginning of the hearing, J.M. submitted that the Tenant was no longer seeking to dispute the One Month Notice, and was willing to vacate the unit.

Issue(s) to be Decided

Is the Tenant entitled to an order to cancel the One Month Notice?

Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord and J.M. agreed on the following regarding the tenancy. It began on April 11, 2016, and rent is \$621.00, due on the first of the month.

The Landlord testified they served the Tenant with the One Month Notice on October 22, 2021 by posting it on the door. J.M. stated that the Tenant received the Notice the same day. The Tenant submitted their application to dispute the One Month Notice on November 3, 2021.

A copy of the One Month Notice was submitted as evidence. It is dated by the Landlord, gives the address of the rental unit, states the effective date, states the grounds for ending the tenancy, and is in the approved form. The One Month Notice is not signed by the Landlord. The reasons indicated for the One Month Notice are:

- the Tenant has allowed an unreasonable number of occupants in the unit/site/property;
- the Tenant or a person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the Landlord;
 - put the Landlord's property at significant risk;
- the Tenant or a person permitted on the property by the Tenant has engaged in illegal activity that has, or is likely to, adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the Landlord; and
- the Tenant or a person permitted on the property by the Tenant has engaged in illegal activity that has, or is likely to, adversely jeopardize a lawful right or interest of another occupant or the Landlord.

The Landlord testified that the Tenant had paid rent for January, 2022, but was \$9.00 short.

The Landlord testified they were seeking an order of possession for the end of January, 2022.

Analysis

Based on the testimony and submissions of the Landlord and J.M., I find the Landlord served the Tenant the One Month Notice on October 22, 2021, in accordance with section 88 of the Act, and that the Tenant received it on the same day.

The One Month Notice is not signed by the Landlord, as required by section 52(a) of the Act. Section 68 of the Act allows an arbitrator to amend a notice:

Director's orders: notice to end tenancy

68 (1) 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.

As neither J.M. nor the Tenant's application raised a question about the identity of the landlord issuing it, I find the Landlord's name listed on the One Month Notice sufficient for meeting the requirement of 52(a), which states the notice must be signed and dated by the landlord.

The Tenant's advocate confirmed the One Month Notice was received by the Tenant on October 22, 2021. The Tenant's application to cancel the One Month Notice was received by the Residential Tenancy Branch on November 3, 2021, 12 days later. Section 47(4) of the Act states that a tenant who wishes to dispute a One Month Notice must do so within 10 days after receipt. Pursuant to section 47(5) of the Act, failure to dispute a One Month Notice within 10 days after receipt results in the conclusive presumption that the tenant has accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Therefore, I find that the Tenant's application was made late, contrary to section 47(4) of the Act, and that the Tenant is conclusively presumed to have accepted that the tenancy ended on November 30, 2021, the effective date of the notice.

I find the Landlord is entitled to an order of possession.

Conclusion

The Tenant's application is dismissed.

The tenancy will end January 31, 2022, at 1:00 p.m.

The Landlord is granted an order of possession which will be effective January 31, 2022, at 1:00 p.m. The order of possession must be served on the Tenant. The order of possession may be filed and enforced as an order of the Supreme Court of British Columbia.

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: January 12, 2022

Residential Tenancy Branch