



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNR

### Introduction

The Tenant seeks an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) pursuant to section 46(4)(b) of the *Residential Tenancy Act* (the “Act”).

The Respondent Landlord called into this teleconference at the date and time set for the hearing of this matter. The Landlord affirmed to tell the truth during the hearing and was given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Although I waited until 9:44 A.M. to enable the Applicant Tenant to connect with this teleconference hearing scheduled for 9:30 A.M., the Tenant did not attend.

I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Dispute Resolution Proceeding. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only parties who had called into this teleconference.

Rule 7.1 of the *Rules of Procedure* states that a hearing will commence at the scheduled time, unless otherwise set by the Arbitrator.

Rule 7.3 of the *Rules of Procedure* states that if a party or their agent fails to attend the hearing, the arbitrator may conduct the hearing in the absence of that party or dismiss the application with or without leave to reapply.

Accordingly, in the absence of any attendance at this hearing by the Tenant or their Agent, I dismiss the Tenant’s Application without leave to reapply.

### Analysis

Section 55(1) of the Act states that if a tenant applies for Dispute Resolution to dispute a landlord's notice to end tenancy, an Order of Possession must be granted if the tenant's application is dismissed and the landlord's notice complies with the form and content requirements set out in section 52 of the Act.

I note that the Notice omits the suite number of the rental unit. However, section 68(1) of the Act states that a notice to end tenancy that does not comply with section 52 of the Act may be amended if the person receiving the notice knew, or ought to have known the information that was omitted and that it is reasonable to amend the notice.

I find that the Notice should be amended to include "Basement" as the suite number. I find the Tenants ought to have known the suite number of the rental unit as the Notice is correctly addressed to the Tenants using the full address the rental unit. I find that the omission of the suite was a minor mistake on the part of the Landlord and that there is no prejudice to the Tenant in amending the Notice. With this amendment, I find that the Notice complies with section 52 of the Act.

Based on the above findings, the Landlord is granted an Order of Possession under section 55(1) of the Act. A copy of the Order of Possession is attached to this Decision. It is the Landlord's obligation to serve the Order of Possession on the Tenant. If the Tenant does not comply with the Order of Possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that court.

The Tenant has two days to vacate the rental unit from the date of service or deemed service. I find that the Tenancy ended on March 9, 2023 in accordance with the Notice.

Since the Application relates to a section 46 notice to end tenancy, the Landlord is entitled to an order for unpaid rent under section 55(1.1) of the Act. Therefore, the Tenant is ordered to pay \$5,600.00 in unpaid rent to the Landlord.

As the Landlord testified they do not hold a security deposit, I make no order under section 38(4)(b) of the Act for the Landlord to retain the security deposit in partial satisfaction of the payment order.

A Monetary Order for the full amount of outstanding rent is attached to this Decision and must be served on the Tenants. The Monetary Order is enforceable in the Provincial Court of British Columbia (Small Claims Court).

Conclusion

**The Application is dismissed.**

The Landlord is issued an **Order of Possession**.

The Landlord is issued a **Monetary order**.

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: March 30, 2023

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Residential Tenancy Branch