



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## **DECISION**

**Dispute Codes**      For the Tenant: CNR  
For the Landlord: OPR-DR, FF

### **Introduction**

This hearing was convened as the result of the cross applications of the parties for dispute resolution seeking remedy under the Residential Tenancy Act (Act).

The Tenant applied for:

- an order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent (Notice/10 Day Notice) issued by the landlord

The Landlord applied for:

- an order of possession of the rental unit pursuant to the 10 Day Notice served to the Tenant
- recovery of the filing fee

The Landlord attended the hearing and was affirmed; the Tenant did not attend.

The Landlord submitted documentary evidence that the Tenant was served with their Application for Dispute Resolution, evidence, and Notice of Hearing (proceeding package) by attaching it to the Tenant's door on December 14, 2024.

Based upon this submission, I find the Tenant was served notice of this hearing in a manner complying with section 89(1) of the Act.

### **Preliminary and Procedural Matters**

Rules 7.3 and 7.4 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.

**7.4 Evidence must be presented**

Evidence must be presented by the party who submitted it, or by the party's agent. If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

Accordingly, in the absence of any evidence or submissions from the Tenant at the hearing, I dismiss the Tenant's application, without leave to reapply.

Further, preliminary matters were discussed with the Landlord about the content of their 10 Day Notice filed in evidence. The 10 Day Notice was dated December 2, 2024.

Having reviewed the evidence, the Landlord was informed that the Notice did not comply with the requirements of section 52 of the Act, as will be more fully set out in this Decision.

Analysis and Conclusion

Section 46 of the Act provides that a landlord may end a tenancy if rent is unpaid on any day after the day it is due. Section 46(2) requires that the 10 Day Notice must comply with section 52 *[form and content of notice to end tenancy]*.

Section 52 states that in order to be effective, a notice to end a tenancy must state the effective date of the notice. In this case, the effective date on the Notice was blank. Authority is given under section 53 of the Act to correct an effective move-out date to a date which complies with the Act, it does not give authority to add a date if a date is not included on the Notice.

Further, Tenancy Policy Guideline 18 states that an arbitrator may not amend a form which does not contain the required information.

As the Notice did not meet the statutory requirements under section 52 of the Act as to form and content, I find the Notice is invalid.

For that reason, I **order** the Landlord's 10 Day Notice, dated December 2, 2024, be **cancelled** and therefore has no force and effect.

The Landlord is at liberty to serve another 10 Day Notice to the Tenant reflecting the current unpaid rent at any time. The Tenant is informed the only reason the hearing did not proceed on the Landlord's application was due to the reason noted above.

As I did not consider the merits of the Landlord's application, I decline to award the filing fee.

The Landlord should be aware as they did not mark on their application a claim for a monetary order for unpaid rent, service of their proceeding package by attaching it to the Tenant's door was allowed. Had the Landlord's application included a monetary claim, service of an application for dispute resolution must comply with section 89(1) of the Act.

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 10, 2025

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Residential Tenancy Branch