



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Atira Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

OPR

### **Introduction**

This is the Landlord's Application for Dispute Resolution seeking an Order of Possession.

This matter was scheduled to be heard on May 9, 2018, at 1:30 p.m., by teleconference. The Tenant did not attend the Hearing, although I left the teleconference hearing connection open until 2:00 p.m. The Landlord's agent GM attended the Hearing at 1:38 p.m. and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

GM testified that he served the Tenant with the Notice of Hearing documents and copies of his documentary evidence, by handing the documents to the Tenant at the rental unit with a witness present, on April 5, 2018. Based on GM's testimony, I am satisfied that the Tenant was duly served.

There is a typographical error in the corporate Landlord's name (a letter was left out). The Landlord's Application was amended to reflect the correct spelling of the Landlord's name.

### **Issue(s) to be Decided**

Is the Landlord entitled to an Order of Possession based on a 10 Day Notice to End Tenancy that was issued on February 1, 2018 (the "Notice")?

## **Background and Evidence**

The Landlord's agent GM gave the following testimony:

The rental property is subsidized housing for hard to house individuals. GM stated that the Tenant has mental health issues and that GM is attempting to find alternate accommodation for the Tenant.

GM stated that there is a tenancy agreement between the parties, but it was not provided in evidence. GM testified that the tenancy began on October 1, 2016, and that subsidized rent is \$375.00, due on the first day of each month. The Tenant was required to pay a security deposit in the amount of \$187.50, which was paid on December 15, 2016. The Tenant has not paid full rent owed since the beginning of the tenancy and not paid any rent at all since the February 1, 2017. The Landlord provided a copy of the Tenant's Ledger in evidence.

GM testified that he has been trying to help the Tenant to secure assistance with his rent and that he has issued three previous notices to end the tenancy, so that the Tenant can seek and obtain emergency assistance from the Ministry. The Tenant has either not attended the Ministry or has taken the money provided and not paid the rent.

GM stated that he cannot allow the Tenant to remain any longer in the rental unit without paying rent. GM testified that he is concerned that the Tenant will end up on the street. He stated that the Tenant has told him that he is trying to get an advocate and that the Tenant wants to make arrangements to pay the outstanding rent. GM stated that the outstanding rent is now too high for the Tenant to be able to repay.

The Landlord provided a copy of the Notice in evidence, which the Tenant has not disputed. GM testified that the Notice was posted to the Tenant's door on February 1, 2018.

## **Analysis**

The Notice provides that:

for Unpaid Rent or Utilities	
<b>BECAUSE:</b>	
You have failed to pay rent in the amount of \$ <u>5968&gt;72</u> That was due on: <u>01</u> <u>02</u> <u>2108</u> day month year	You have failed to pay utilities in the amount of \$ <u>          </u> following written demand on: <u>      </u> <u>      </u> <u>      </u> day month year
<b>Tenant: You may be EVICTED if:</b>	

It also gives the following information:

unit number	street number and street name	Vancouver	B.C.	V5L1H
by: <u>01</u> <u>02</u> <u>10</u>	(date when tenant must move out of the rental unit or vacate the site)			
day month year				
Landlord or Agent	Landlord or Agent			

Sections 53 and 68 of the Act provide me with authority to amend a Notice to End Tenancy, as follows:

**53** (1) If a landlord or tenant gives notice to end a tenancy effective on a date that does not comply with this Division, the notice is deemed to be changed in accordance with subsection (2) or (3), as applicable.

**68** (2) Without limiting section 62 (3) [director's authority respecting dispute resolution proceedings], the director may, in accordance with this Act,

- (a) order that a tenancy ends on a date other than the effective date shown on the notice to end the tenancy, or
- (b) set aside or amend a notice given under this Act that does not comply with the Act.

In this case, the Notice contains the following typographical and other errors:

1. The amount of rent owed is not set out in the form of a monetary amount (**\$5968>72**, instead of \$5,968.72).
2. Rent is due on the first day of each month. The Notice was issued on February 1, 2018, and includes rent that was due on February 1, **2108**. The earliest date that the Notice could be issued for rent due on February 1, 2018, would be February 2, 2018.
3. The Notice gives an effective date of February 1, **2010**.

Section 90 of the Act provides that service by way of posting a document to the tenant's door is deemed to be effective 3 days after posting the document. Therefore, I find that the effective date of the Notice is February 14, 2018.

I accept the Landlord's agent's undisputed affirmed testimony that he has had discussions with the Tenant about the amount of rent owed and that the Tenant has accepted that he owes the rent, but is attempting to negotiate a payment plan.

I note that the Landlord has not applied for a Monetary Order with respect to unpaid rent.

Further to the provisions of Sections 53 and 68 of the Act, I amend the Notice to reflect the amount of rent owed as at February 1, 2018 (\$5,593.72); the date that the rent was due (January 1, 2018), and the effective date of the Notice (February 14, 2018).

### **Conclusion**

The Landlord is hereby provided with an Order of Possession effective 2 days after service of the Order upon the Tenant. It is up to the Landlord as to when he serves the Tenant with this Order. The Order may be enforced in the Supreme Court.

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: May 09, 2018

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Residential Tenancy Branch