Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes   CNC

Introduction

This matter dealt with an application by the Tenant to cancel a One Month Notice to End Tenancy for Cause dated August 31, 2009. The Tenant did not attend the hearing but on October 8, 2009 she faxed a hand written note to the Residential Tenancy Branch in which she requested "a couple of more days in regard to submitting my information." Although the Tenant did not specifically request an adjournment, by her absence, I assume that this is what she may have meant.

RTB Rule of Procedure 6 states that a party may submit a document requesting an adjournment and setting out the circumstances that render it beyond that Party's control to attend the hearing. The Tenant-Applicant claimed that she needed more time to submit evidence because of various health conditions, family obligations and finances. The Landlord objected to an adjournment as he argued he will lose many other tenants in the rental property if this matter is not dealt with immediately and that it has already been 6 weeks since the Tenant was served with the Notice.

I find that the reasons set out in the Tenant's note are not circumstances that were beyond her control or unforeseeable. The Tenant did not provide a medical letter stating that her medical conditions rendered her unable to attend the hearing. Furthermore, the Tenant provided no reason why she was unable to obtain the assistance of an agent or advocate who could attend the hearing on her behalf if she needed help.   In effect, the Tenant has had one and one-half months to submit any evidence upon which she intended to rely or to get help.   Alternatively, I find that it would be prejudicial to the Landlord if he was required to wait an additional 6 to 8 weeks to have this matter heard.   For all of these reasons, I dismiss the Tenant's request for an adjournment.

Issues(s) to be Decided

1.   Is the Landlord entitled to end the tenancy?

Background and Evidence

This month to month tenancy started on September 1, 2008. The Landlord said that on August 31, 2009, he served the Tenant with a One Month Notice to End Tenancy for

Cause dated August 31, 2009.   The Tenant applied for Dispute Resolution on September 10, 2009 to cancel that Notice.

Analysis

Section 52 of the Act says that a Notice to End Tenancy when given by a Landlord must be in the approved form. The Landlord provided 2 pages of an older 4 paged Notice to End Tenancy form as evidence at the hearing. The Landlord said that he served the Tenant with all 4 pages of the Notice.   I find that although the Notice is not the form that is currently in use, it still refers to the current sections of the Act and indicates the relevant grounds for issuing the Notice.   As the Tenant responded to the Notice within the time limits under the Act (and in the absence of any evidence to the contrary), I find that the Tenant was served with all 4 pages of the Notice. Consequently, I find that the Notice served on the Tenant substantially complies with s. 52 of the Act and is enforceable.

Although the Tenant applied on time to cancel the Notice, there is no evidence in support of her application and accordingly it is dismissed without leave to reapply.   The Landlord requested and I find pursuant to s. 55(1) of the Act that he is entitled to an Order of Possession to take effect no later than 1:00 p.m. on October 31, 2009.

Conclusion

The Tenant's application is dismissed. An Order of Possession to take effect no later than October 31, 2009 has been issued to the Landlord. A copy of the Order must be served on the Tenant and may be enforced in 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: October 13, 2009.

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Dispute Resolution Officer