



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNC, RP

### Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause and for an Order requiring the Landlord to make repairs to the rental unit.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, to call witnesses, and to make submissions to me.

### Issue(s) to be Decided

The issues to be decided in this decision are whether the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, should be set aside and whether there is a need for an Order requiring the Landlord to make repairs to the rental unit.

### Background and Evidence

The Landlord stated that on August 16, 2011 a 1 Month Notice to End Tenancy for Cause was served on the Tenant indicating that the Tenant was required to vacate the rental unit by September 15, 2011. The Tenant cannot recall the exact date of service, although she believes it was August 14, 2011 or August 15, 2011. The reasons stated for the Notice to End Tenancy were that the Tenant that the Tenant or a person permitted on the property by the Tenant has seriously jeopardized the health or safety or lawful interest of another occupant or the landlord; that the Tenant has engaged in illegal activity that has, or is likely to, damage the landlord's property; and the Tenant has breached a material term of the tenancy that was not corrected within a reasonable time.

The Landlord and the Tenant agree that rent for this tenancy is due on the fifteenth day of each month.

After considerable discussion the Tenant stated that she intends to vacate the rental unit on October 15, 2011 and she does not wish to proceed with her Application for Dispute Resolution. The parties were given the opportunity to reach a settlement

agreement in regards to the tenancy but it was clear that the parties could not reach a mutually agreeable settlement.

### Analysis

I find that rent for this tenancy is due on the fifteenth of each month and that the Landlord served the Tenant with a One Month Notice to End tenancy for Cause on August 16, 2011.

Section 47(2) of the *Act* stipulates that a One Month Notice to End Tenancy for Cause must end the tenancy effective on a date that is not earlier than one month after the date the notice is received and the day before the day in the month that rent is payable under the tenancy agreement. As the Tenant received the Notice on August 16, 2011 and rent is due on the fifteenth day of each month, the earliest effective date of the Notice is October 14, 2011.

I find that the Tenant abandoned her claim well after the hearing had proceeded. As the Tenant has abandoned her Application for Dispute Resolution, I find that the Landlord's One Month Notice to End Tenancy for Cause remains in full force and effect.

### Conclusion

As I have upheld the Notice to End Tenancy, I grant the Landlord an Order of Possession, as requested at the hearing, that will be effective on October 14, 2011.

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: September 20, 2011.

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Residential Tenancy Branch