



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OPC, FF, O

### Introduction

This hearing was scheduled for 11:00 a.m. on today's date via teleconference call to deal with cross applications. The tenant had applied to cancel a 1 Month Notice to End Tenancy for Cause. The landlord had applied for an Order of Possession based upon a 1 Month Notice to End Tenancy for Cause. An agent for the landlord appeared at the hearing; however, the tenant did not appear despite leaving the teleconference call open until 11:13 a.m.

The landlord confirmed that he received a copy of the tenant's Application for Dispute Resolution. As the tenant failed to appear at the hearing and the landlord did appear and was prepared to respond to the tenant's Application, I dismissed the tenant's Application without leave to reapply.

The landlord testified that the tenant was served with the landlord's Application for Dispute Resolution and the landlord's evidence via personal service on November 6, 2012, in the presence of a witness. I accepted that the tenant was served with the landlord's Application for Dispute Resolution and evidence I proceeded to hear from the landlord without the tenant present.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for cause?

### Background and Evidence

The tenancy commenced February 11, 2010 and the tenant paid a security deposit of \$187.50. Under the tenancy agreement the tenant was required to pay rent on the 1<sup>st</sup> day of the month.

On October 24, 2012 the landlord posted a 1 Month Notice to End Tenancy for Cause on the tenant's door with a stated effective date of November 26, 2012, in the presence of a witness. The landlord provided a copy of the 1 Month Notice served upon the tenant.

I noted that the tenant served the Residential Tenancy Branch with a copy of a 1 Month Notice that did not resemble the landlord's copy. The tenant's copy does not provide for a signature of the landlord and has a stated effective date of November 30, 2012. There is a notation of "FACSIMILE" on the top of the Notice produced by the tenant. The landlord suggested the tenant had destroyed or lost his copy of the Notice and attempted to reproduce the Notice in order to dispute it.

The landlord testified that it is likely that monies may have been received on behalf of the tenant for the month of December 2012. Accordingly, the landlord was agreeable to an Order of Possession with an effective date of December 31, 2012.

### Analysis

I am satisfied the tenant was served with a 1 Month Notice to End Tenancy for Cause in the approved form on or about October 24, 2012. Since the tenant is required to pay rent on the 1<sup>st</sup> of every month the effective date automatically changed to read November 30, 2012 pursuant to sections 47 and 53 of the Act.

As the tenant's Application for Dispute Resolution to cancel the 1 Month Notice has been dismissed I grant the landlord's request for an Order of Possession. I provide the landlord with an Order of Possession to serve upon the tenant that shall be effective at 1:00 p.m. on December 31, 2012.

I award the filing fee to the landlord and I authorize the landlord to deduct \$50.00 from the tenant's security deposit in satisfaction of this award.

### Conclusion

The tenant's application to cancel a 1 Month Notice to End Tenancy for Cause was dismissed. The landlord has been provided an Order of Possession effective at 1:00 p.m. on December 31, 2012.

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: December 04, 2012.

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Residential Tenancy Branch