



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by two of the owners of the rental property.

During the hearing, the landlords verbally requested an order of possession should the tenant be unsuccessful in her Application.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Section 47 of the *Residential Tenancy Act (Act)*.

If the tenant is unsuccessful in her Application seeking to cancel the 1 Month Notice to End Tenancy for Cause it must be decided if the landlord is entitled to an order of possession, pursuant to Section 55 of the *Act*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on October 1, 2012 for a month to month tenancy beginning on October 1, 2012 for a monthly rent of \$650.00 due on the 1st of each month with a security deposit of \$325 paid.

The landlord also provided a copy of a 1 Month Notice to End Tenancy for Cause issued on April 16, 2014 with an effective vacancy date of May 17, 2014 citing the tenant has breached a material term of the tenancy agreement that was not correct within a reasonable time after written notice to do so.

Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if the tenant has failed to comply with a material term, and has not corrected

the situation within a reasonable time after the landlord gives written notice to do so. In the absence of the tenant to present her case as to why the notice should be cancelled I dismiss her Application in its entirety.

Section 47 goes on to state that the notice must end the tenancy on a date that no earlier than one month after the notice is given and the day before the day in the month that rent is payable under the tenancy agreement.

Section 53 of the *Act* states if a landlord or tenant gives notice to end a tenancy with an effective date that does not comply with the requirements set out in the relevant section the party is seeking to end the tenancy under the effective date is deemed to be changed to the earliest date permitted under the applicable Section.

As the effective outlined in the 1 Month Notice is not the day before the day in the month that rent is due I amend the effective date to May 31, 2014 to be compliant with Section 53.

Section 55(1) of the *Act* states if a tenant makes an Application for Dispute Resolution to dispute a landlord's notice to end tenancy, the director must grant an order of possession to the landlord if, the landlord makes an oral request for an order of possession and the director dismisses the tenant's Application or upholds the landlord's notice.

Conclusion

I find the landlord is entitled to an order of possession effective **May 31, 2014 after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that 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 28, 2014

Residential Tenancy Branch

