



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, OLC, RP

Introduction

This hearing was scheduled 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; for an Order requiring the Landlord to make repairs; and for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement.

This hearing was scheduled to commence at 9:00 a.m. on January 29, 2015. I dialed into the teleconference at 9:01 a.m. The Agent for the Landlord was present during the teleconference but by the time the teleconference concluded at 9:13 a.m., the Tenant has not appeared.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Act*, be set aside and is there a need to issue an Order requiring the Landlord to address a problem with rodents?

Background and Evidence

The Agent for the Landlord was advised that the Application for Dispute Resolution was being dismissed, without leave to reapply, as the Tenant did not diligently pursue this application.

The Agent for the Landlord then advised that he would like the Tenant "evicted" on the basis of the One Month Notice to End Tenancy that was one of the issues in dispute at these proceedings. The Agent for the Landlord stated that:

- rent is due by the first day of each month
- the One Month Notice to End Tenancy was served to the Tenant on December 30, 2014
- the One Month Notice to End Tenancy declared that the Tenant must vacate the rental unit by February 01, 2015
- the Landlord would like to regain possession of the rental unit as soon as possible.

Analysis

As the Tenant did not attend the hearing in support of this Application for Dispute Resolution, I find that he has failed to diligently pursue his Application. I therefore dismiss the Application for Dispute Resolution, without leave to reapply.

On the basis of the statements made at the hearing, I find that the Agent for the Landlord is seeking an Order of Possession, although he did not use that terminology.

On the basis of the testimony of the Agent for the Landlord, I find that the One Month Notice to End Tenancy that is the subject of these proceedings was served to the Tenant on December 30, 2014. As the Tenant filed an Application for Dispute Resolution on January 09, 2015, I find it reasonable to conclude that he had received the Notice to End Tenancy by that date.

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. A Notice to End Tenancy served pursuant to section 47 of the *Act* cannot end the tenancy on the date rent is due.

Section 53 of the *Act* stipulates that if the effective date stated in a Notice is earlier than the earliest date permitted under the legislation, the effective date is deemed to be the earliest date that complies with the legislation. Therefore, I find that the effective date of this Notice to End Tenancy is February 28, 2014.

Conclusion

As I have dismissed the Tenant's application to set aside the One Month Notice to End Tenancy, I grant the Landlord an Order of Possession, as requested at the hearing, pursuant to section 55(1) of the *Act*.

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: January 29, 2015

Residential Tenancy Branch