



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the one month Notice to End Tenancy dated October 2, 2015.

The applicant failed to contact the telephone bridge number at the scheduled start of the hearing. A representative of the respondent was present and ready to proceed. The telephone line conference line remained open and the phone system was monitored for ten minutes. The applicant failed to appear. I then proceeded with the hearing.

On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered. The landlord testified she served a one month Notice to End Tenancy dated October 2, 2015 on the tenant on October 2, 2015.

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated October 2, 2015?

Background and Evidence

The tenancy began on February 1, 2015. The tenancy agreement provided that the tenant(s) would pay rent of \$450 per month payable in advance at the end of the preceding month. The tenant(s) paid a security deposit of \$225 at the start of the tenancy.

Grounds for Termination:

The Notice to End Tenancy relies on section 47(1)(d) of the Residential Tenancy Act. That section provides as follows:

Landlord's notice: cause

47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

...

(d) the tenant or a person permitted on the residential property by the tenant has

(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or

Analysis:

The tenant failed to attend the hearing. As the tenant failed to present any evidence and failed to attend the hearing I ordered that the tenant's application be dismissed without liberty to re-apply.

Order for Possession:

The Residential Tenancy Act provides that where a landlord has made an oral request for an Order for Possession at a hearing where an arbitrator has dismissed a tenant's application to set aside a Notice to End Tenancy, the arbitrator must grant an Order for Possession. The landlord made this request at the hearing. As a result I granted the landlord an Order for Possession. The rent has been paid for December. I ordered that the effective day of the Order for Possession be December 31, 2015.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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 03, 2015

Residential Tenancy Branch

