



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pacifica Housing Advisory
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, O

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 the landlord's agent. This hearing was originally scheduled for 11:00 on this date but was later changed to 10:30. Both the landlord's agent and I called into the 10:30 hearing; waited 10 minutes but the tenant did not call in.

We agreed, that to avoid any confusion, we would both call in to the 11:00 hearing, I verbally provided the landlord's agent with the access code for the 11:00 hearing. The landlord's agent and I both attended the 11:00 hearing, as well. The tenant did not attend either hearing.

While the tenant had not specifically checked off the box to state that he was disputing a notice to end tenancy, the content of his Application for Dispute Resolution and his evidence clearly showed that in addition to seeking more time to dispute a notice the tenant had wanted to dispute the notice itself.

As such, I have amended the tenant's Application for Dispute Resolution to include seeking to cancel a 1 Month Notice to End Tenancy for Cause.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to more time to apply to cancel a notice to end tenancy and to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Sections 47 and 66 of the *Residential Tenancy Act (Act)*.

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

Background and Evidence

Both parties submitted into evidence a copy of a 1 Month Notice to End Tenancy for Cause issued by the landlord on November 30, 2015 with an effective vacancy date of December 31, 2015 citing the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord and seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

Analysis

In the absence of the applicant tenant I dismiss the tenant's Application for Dispute Resolution, in its entirety.

Section 52 of the *Act* requires that any notice to end tenancy issued by a landlord must be signed and dated by the landlord; give the address of the rental unit; state the effective date of the notice, state the grounds for ending the tenancy; and be in the approved form.

I find the 1 Month Notice to End Tenancy for Cause issued by the landlord on November 30, 2015 complies with the requirements set out in Section 52.

Section 55(1) of the *Act* states that if a tenant applies to dispute a landlord's notice to end tenancy and their Application for Dispute Resolution is dismissed or the landlord's notice is upheld the landlord must be granted an order of possession if the notice complies with all the requirements of Section 52 of the *Act*.

Conclusion

I find the landlord is entitled to an order of possession effective **two days 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: February 01, 2016

Residential Tenancy Branch

