



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, AAT, FF

Introduction

On May 30, 2016, the Tenant submitted an Application for Dispute Resolution to cancel a 1 Month Notice To End Tenancy For Cause; to allow access to or from the site to the Tenant or the Tenant's guests; and to recover the cost of the filing fee. The Landlord attended the teleconference hearing; however, the Tenant did not.

The Landlords were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

- Should the Tenant's Application be dismissed?
- Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord testified that the tenancy began on December 01, 2015, as a fixed term tenancy until May 31, 2016, to continue thereafter as a month to month tenancy. Rent in the amount of \$1,500.00 is payable on the first of each month. The Tenant paid a \$750.00 security deposit to the Landlord.

The Landlord issued the Tenant a 1 Month Notice to End Tenancy for Cause dated May 20, 2016, ("the Notice") by handing it directly to the Tenant on May 23, 2016. The reasons checked off by the Landlord within the Notice are as follows:

1. The Tenant has allowed an unreasonable number of occupants in the suite.
2. The Tenant or a person permitted on the property by the Tenant has:
 - seriously jeopardized the health or safety or lawful right of another occupant or the Landlord.
 - put the Landlord's property at significant risk.
3. Breach of a material term of the tenancy agreement that was not corrected within a reasonable time.

4. Tenant has assigned or sublet the rental unit without the Landlord's written consent.

The Notice states the Tenants must move out of the rental unit by June 30, 2016. The Notice informed the Tenants that they have the right to dispute the Notice within 10 days after receiving it.

The Tenant disputed the Notice within the appropriate timelines and served the Landlord with Notice of the Hearing, but failed to attend the hearing.

The Landlord seeks an order of possession effective June 30, 2016.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant disputed the Notice but did not appear at the hearing.

The Tenant's Application to cancel the 1 Month Notice To End Tenancy For Cause dated May 20, 2016, is dismissed without leave to reapply. The tenancy is ending at 1:00 p.m. on June 30, 2016.

Under section 55 of the Act, when a Tenant's application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the Notice complies with the requirements regarding form and content and I grant the Landlord an order of possession effective by 1:00 p.m. on June 30, 2016, after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The Tenant disputed the Notice but did not appear at the hearing. The Tenant's Application to cancel the Notice is dismissed without leave to reapply.

The Landlord is granted an order of possession effective at 1:00 p.m. on June 30, 2016.

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: June 29, 2016

Residential Tenancy Branch