



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MORE THAN A ROOF HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            CNC, CNL,

### Introduction

On May 5, 2016, the Tenant submitted an Application for Dispute Resolution to cancel a 1 Month Notice To End Tenancy for Cause dated April 25, 2016, and to cancel a 2 Month Notice To End Tenancy For Landlord Use of Property dated April 25, 2016.

The matter was set for a conference call hearing at 11:00 a.m. on this date. The Landlord attended the hearing; however, the Tenant did not.

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

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue to be Decided

Is the Landlord entitled to an order of possession based on the two Notices To End Tenancy listed above?

### Background and Evidence

The Landlord testified that the tenancy began on September 1, 2012, as a month to month tenancy. Subsidized rent in the amount of \$1,043.00 per month is to be paid on the first day of each month and the Tenant is responsible to pay \$510.00 per month. The Tenant paid a security deposit in the amount of \$350.00 to the Landlord.

The Landlord testified that the 1 Month Notice To End Tenancy For Cause dated April 25, 2016, was served on the Tenant by posting it on the Tenant's door on April 25, 2016. The Notice

states that the Tenant must move out of the rental unit by May 31, 2016. The Notice informed the Tenant that the Tenant had 10 days to dispute the Notice.

The Landlord testified that the 2 Month Notice To End Tenancy For Landlord Use Of Property dated April 25, 2016, was served on the Tenant by posting it on the Tenant's door on April 25, 2016. The Notice states that the Tenant must move out of the rental unit by June 30, 2016. The Notice informed the Tenant that the Tenant had 15 days to dispute the Notice.

The Tenant disputed both Notices on May 5, 2016, but failed to attend the hearing.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

As the Tenant did not attend the hearing, I dismiss the Tenant's application to cancel the 1 Month Notice To End Tenancy For Cause dated April 25, 2016, and the 2 Month Notice To End Tenancy For Landlord Use Of Property dated April 25, 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 1 Month Notice to End Tenancy For Cause dated April 25, 2016, complies with the requirements for form and content and I find that the Landlord is entitled to an order of possession effective 2 (two) days, 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 did not attend the hearing and I have dismissed the Tenant's application. The Landlord is granted an order of possession effective two (2) days after service on the Tenant.

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 06, 2016

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Residential Tenancy Branch