



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REMAX LITTLE OAK REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MNDC, OLC, PSF, RP, FF

Introduction

On October 25, 2016, the Tenant made an Application for Dispute Resolution to cancel a 1 Month Notice To End Tenancy For Cause. The Tenant also requested:

- a monetary order for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement;
- for an order that the Landlord provide services or facilities;
- for the Landlord to comply with the Act, Regulation, or tenancy agreement;
- for an order that the Landlord make repairs to the unit;
- to recover the cost of the filing fee.

The matter was set for a conference call hearing. The Landlord attended the hearing; however, the Tenant did not. The Landlord testified he was served with the Notice of Hearing on November 2, 2016.

The Landlord was provided the opportunity to present his 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.

Issues to be Decided

Should the Tenants Application be dismissed?
Is the Landlord entitled to an order of possession?

Background and Evidence

The Tenant applied for dispute resolution on October 25, 2016 to cancel a 1 Month Notice To End Tenancy For Cause. The Tenant failed to attend the hearing.

The Tenant did not provide a copy of the 1 Month Notice within her Application.

The Landlord testified that he served the Tenant with a 1 Month Notice To End Tenancy For Cause dated October 17, 2016. The Landlord testified that the Notice was served by registered mail and that the Tenant picked up the mail on October 22, 2016. The Landlord testified that the reason for issuing the Notice to end tenancy is because of repeated late payments of rent.

The Landlord provided a copy of the registered mail receipt for serving the 1 Month Notice.

The Landlord testified that the effective date of the 1 month Notice is November 30, 2016.

The Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch. If a Tenant does not file an Application within 10 days, the Tenant is presumed to accept the Notice and must move out of the rental unit or vacate the site by the date set out on page 1 of the Notice. If the Tenant does not file an Application, move or vacate, the Landlord can apply for an Order of Possession that is enforceable through the court.

The Landlord testified that the Tenant is still living in the rental unit and has not paid the rent for December 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.

The Landlord requested an order of possession and stated that he will immediately fax the Residential Tenancy Branch a copy of the 1 Month Notice To End Tenancy For Cause dated October 17, 2016, that was issued to the Tenant.

Analysis

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

The Tenant applied for a hearing to cancel a Notice to end tenancy and failed to attend the hearing. I dismiss the Tenant's application to cancel the 1 Month Notice To End Tenancy For Cause dated October 17, 2016.

The Landlord provided a copy of the 1 Month Notice To End Tenancy For Cause dated October 17, 2016.

Under section 55 of the Act, when a Tenants 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 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 failed to appear at the hearing. The Tenant's application is dismissed. 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: December 14, 2016

Residential Tenancy Branch