



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

On November 4, 2016, the Tenant submitted an Application for Dispute Resolution asking to cancel a 1 Month Notice To End Tenancy For Cause.

The matter was set for a conference call hearing. The Landlord appeared at the hearing; however, the Tenant did not. The Landlord provided affirmed testimony and was provided the opportunity to present her evidence, orally and in written and documentary form, and make submissions to me.

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.

Preliminary and Procedural Matters

The Landlord identified that the spelling of her name on the Tenant's Application is incorrect and provided the corrected spelling of her name. I have amended the Application to the corrected spelling.

Issues to be Decided

- Should the 1 Month Notice to End Tenancy be cancelled?
- Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord testified that the tenancy began on February 24, 2016, as a month to month tenancy. Rent in the amount of \$900.00 is payable on the first of each month. The Tenant paid the Landlord a security deposit in the amount of \$450.00.

The Landlord issued the Tenant a 1 Month Notice to End Tenancy for Cause dated October 31, 2016. The Landlord testified that she served the Notice personally to the Tenant on October 31, 2016. The 1 Month Notice has an effective date of 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 it is assumed to be received by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Tenant disputed the 1 Month Notice within the required timeframe but failed to appear at the hearing.

The Landlord requested an order of possession.

Analysis

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

The Tenant applied for Dispute Resolution to cancel a 1 Month Notice to End Tenancy but failed to attend the hearing. Therefore, I dismiss the Tenant's Application to cancel the 1 Month Notice To End Tenancy For Cause dated October 31, 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 issued by the Landlord meets the requirements for form and content.

Since the effective date of the 1 Month Notice has passed, I find that the Landlord is entitled to an order of possession effective two (2) 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's Application to cancel the 1 Month Notice to End Tenancy for Cause dated October 31, 2016, is dismissed.

I grant the Landlord an order of possession effective two (2) days after service on the Tenant. The Tenant must be served with the order of possession.

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 28, 2016

Residential Tenancy Branch