



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ATIRA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was scheduled for 11:00 a.m. on this date, via teleconference call, to hear the tenant's application to cancel a 1 Month Notice to End Tenancy for Cause. The landlord appeared at the hearing; however, the tenant did not despite leaving the teleconference call open until 11:11 a.m. The landlord confirmed that he was served with the tenant's application and was prepared to deal with it. Since tenant failed to appear I dismissed the tenant's application.

The landlord confirmed that the tenant is still occupying the rental unit and the landlord requested an Order of Possession effective as soon as possible.

Section 55(1) of the Act provides that I must provide the landlord with an Order of Possession in the following circumstances:

- 55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if
- (a) the landlord's notice to end tenancy complies with section 52 *[form and content of notice to end tenancy]*, and
 - (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I proceed to consider whether the landlord is entitled to an Order of Possession.

I have also mended the tenant's application to include the name of the landlord as indicated on the 1 Month Notice to End Tenancy he submitted in filing this application.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Background and Evidence

On November 27, 2016 the landlord personally served the tenant with a 1 Month Notice to End Tenancy for Cause (the 1 Month Notice). The 1 Month Notice provides for the name of the tenant, the name of the landlord, the rental unit address, a stated effective date of January 1, 2017, a reason for ending the tenancy on the second page; and, is signed and dated by the landlord.

The landlord confirmed that the tenant is required to pay rent on the first day of every month under the tenancy agreement. The landlord also confirmed that rent was paid for December 2016 but no monies were received for the month of January 2017.

Analysis

Upon review of the 1 Month Notice submitted by the tenant, I am satisfied that it meets the form and content requirements of section 52 of the Act and having dismissed the tenant's application to cancel the 1 Month Notice, I find the criteria of section 55(1) have been met.

Having heard the 1 Month Notice was served on November 27, 2016 and the tenant is required to pay rent on the first day of every month the earliest the effective date may read is December 31, 2016. In this case, the landlord indicated an effective date of January 1, 2017 which is more time than required and likely for the tenant's benefit. Since the effective date has passed and the tenant has not paid for use and occupancy of the rental unit for January 2017 I grant the landlord's request for an Order of Possession effective as soon as possible.

Provided to the landlord with this decision is an Order of Possession effective two (2) days after service upon the tenant.

Conclusion

The tenant's application has been dismissed. The landlord has been provided an Order of Possession effective two (2) days after service upon 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: January 11, 2017

Residential Tenancy Branch

