



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PEMBERTON HOLMES LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

On December 21, 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 and a witness appeared at the hearing; however, the Applicant Tenant did not.

The Landlord testified that the Landlord was served with the Notice of Hearing on December 22, 2016. The Landlord provided affirmed testimony and was provided the opportunity to present their 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.

### Issues to be Decided

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

### Background and Evidence

The Landlord testified that the tenancy began on May 15, 2013, and is currently a fixed term tenancy that continues until May 31, 2017. Rent in the amount of \$1,015.00 is to be paid on the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$497.50.

The Landlord issued the Tenant a 1 Month Notice To End Tenancy For Cause dated December 20, 2016, ("the 1 Month Notice") which was posted on the Tenant's door on December 20, 2016.

The reasons for ending the tenancy within the 1 Month Notice states:

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

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 received by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Tenant disputed the 1 month notice on December 21, 2016, but failed to attend the hearing. The phone line remained open while the phone system was monitored for ten minutes and the Applicant did not call into the hearing during this time.

The Landlord is seeking 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 received a 1 Month Notice to End Tenancy for Cause on December 20, 2016, and disputed the Notice on December 21, 2016.

The Tenant served the Landlord with the Notice of Hearing, but the Tenant failed to attend the hearing.

Since the Tenant has failed to attend the hearing, I dismiss the Tenant's Application to cancel the 1 Month Notice To End Tenancy For Cause dated December 20, 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 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 find that the Landlord is entitled to an order of possession on the effective date of the 1

Month Notice. The Landlord is granted an order of possession effective at 1:00 pm on January 31, 2017, 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 1 Month Notice but failed to attend the hearing.

The Tenant's Application to cancel the 1 Month Notice To End Tenancy For Cause dated December 20, 2016, is dismissed.

I grant the Landlord an order of possession effective by 1:00 p.m. on January 31, 2017. 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: January 20, 2017

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Residential Tenancy Branch