



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HARBOUR VIEW SUITES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC OPC

Introduction:

The tenant/applicant did not attend the hearing. The building manager attended as agent for the landlord and requested we amend the application to name him as the agent for the landlord, not as the landlord as he is an employee only. The agent for the landlord gave sworn testimony that he served a Notice to End Tenancy for cause dated December 9, 2016 to be effective January 9, 2017 and the tenant served this application on him by registered mail. I find the documents were legally served pursuant to sections 88 and 89 of the Act. The effective date on the Notice is automatically corrected to January 31, 2017 pursuant to section 53 of the *Residential Tenancy Act* (the Act) as a one month Notice to End Tenancy for cause must give a full month's notice and according to section 47(2) (b) end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement.

Preliminary Issues:

The agent for the landlord requested an amendment to the tenant's application to correct the name of the landlord to name him as an agent and to correct the address to show a street number. The amendments were completed as requested.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Only the landlord's agent attended the hearing, although the tenant was the applicant. The landlord's agent will be referred to in this decision as 'the landlord'. The landlord was given opportunity to be heard, to provide evidence and to make submissions. He said the tenancy began on April 1, 2014, the rent is \$800 a month and a security deposit of \$400 + a key deposit of \$100 were paid. The landlord served the Notice to End Tenancy pursuant to section 47 for the following reasons:

a) The tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;

The landlord said they had served a further 10 Day Notice to End Tenancy in January and the tenant vacated on January 14th or 15th, 2017. He asked about making a

damage claim and I advised him to file an Application with the evidence of damage and the amounts required to fix it.

Analysis:

The Notice to End a Residential Tenancy is based on cause pursuant to section 47 of the Act. The *Residential Tenancy Act* permits a tenant to apply to have the Notice set aside where the tenant disputes it. Although the tenant disputed the Notice, I find he did not attend the hearing or file documentary evidence to support his application. I dismiss his application. However, I find the landlord does not require an order of possession as the tenant has vacated.

Conclusion:

I dismiss the tenant's application without recovery of the filing fee due to his lack of success.

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 18, 2017

Residential Tenancy Branch