



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC FF

Introduction

On December 9, 2016, the Tenant submitted an Application for Dispute Resolution requesting to cancel a 1 Month Notice to End Tenancy for Cause dated December 1, 2016 (the 1 Month Notice).

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 his 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 Tenants application be dismissed?
- Is the Landlord entitled to an order of possession

Background and Evidence

The Landlord testified that the tenancy began two or three years ago. Rent in the amount of \$300.00 is due on the first day of each month. The Tenant did not pay the Landlord a security deposit.

The Landlord testified that he personally served a 1 Month Notice To End Tenancy For Cause dated December 1, 2016, on the Tenant on December 1, 2016

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

Tenant has allowed an unreasonable number of occupants in the unit /site.

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.*

The Tenant disputed the 1 Month Notice, within the required timeframe, but failed to attend the hearing.

The Landlord requests an order of possession dated for the effective date of the 1 Month Notice.

Analysis

Section 53 of the Act states that when a Landlord gives a Notice to End Tenancy does not comply this division, the effective date of the Notice is deemed to be changed to the earliest date that complies with the section.

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.

The Tenant failed to attend the hearing and the Application to cancel the 1 Month Notice is dismissed.

Pursuant to section 53 of the Act, the effective date of the Landlord's 1 Month Notice to End Tenancy dated December 1, 2016, is deemed to be January 31, 2017.

I find that the Landlord's Notice complies with the requirements for form and content. I find that the Landlord is entitled to 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 failed to attend the hearing to dispute the 1 Month Notice to End Tenancy for Cause dated December 1, 2016.

The Landlord is granted an order of possession effective at 1:00 pm on January 31, 2017, 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: January 03, 2017

Residential Tenancy Branch

