



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

On February 20, 2017, the Tenant submitted an Application for Dispute Resolution seeking to cancel a 1 Month Notice To End Tenancy For Cause.

The matter was scheduled as a teleconference hearing. The Landlord appeared at the hearing; however, the Applicant / Tenant did not.

The hearing process was explained and the Landlord was asked if she had any questions.

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.

Background

The Landlord testified that the tenancy began on February 1, 2009, on a month to month basis. Rent in the amount of \$875.00 is to be paid on the first day of each month. The Tenant paid the Landlord a security deposit of \$437.50. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that she issued the Tenant a 1 Month Notice To End Tenancy For Cause dated February 16, 2017. The 1 Month Notice provides the name of the Landlord and the date, but it is not signed.

The Notice states the Tenant must move out of the rental unit by March 31, 2017. 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 receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

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

Tenant or a person permitted on the property by the Tenant has:

- *Significantly interfered with or unreasonably disturbed another occupant or the Landlord.*

Tenant has engaged in illegal activity that has, or is likely to:

- *Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the Landlord.*

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written Notice to do so.

Tenant has assigned or sublet the rental unit/ site without the Landlord's written consent.

The Tenant disputed the 1 Month Notice To End Tenancy For Cause, on February 20, 2017, but failed to attend the hearing.

The Landlord seeks an order of possession effective March 31, 2017.

Analysis

Based on the above, the testimony and evidence of the Landlord, 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 February 16, 2017.

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.

Section 52 of the Act states that in order to be effective, a notice to end a tenancy must be in writing and must:

- (a) be signed and dated by the landlord or tenant giving the notice,*
- (b) give the address of the rental unit,*
- (c) state the effective date of the notice,*
- (d) except for a notice under section 45 (1) or (2) [tenant's notice], state the grounds for ending the tenancy, and*
- (e) when given by a landlord, be in the approved form.*

Section 68 of the Act gives me the authority to amend a notice to end tenancy if am satisfied that the person receiving the notice knew, or should have known the information that was omitted from the notice, and in the circumstances it is reasonable to amend the notice.

The Tenant disputed the Notice. The Landlords name and phone number within the 1 Month Notice is the same name and phone number listed on the tenancy agreement. I find that the Tenant knew, or should have known, who issued the notice. In the circumstances I find it is reasonable to amend the notice.

I find that the Landlord is entitled to an order of possession on the effective date of the 1 Month Notice. I grant the Landlord an order of possession effective by 1:00 pm on March 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 applied for Dispute Resolution to cancel a 1 Month Notice to End Tenancy but failed to attend the hearing. The Tenant's Application to cancel the 1 Month Notice To End Tenancy For Cause dated February 16, 2017, is dismissed.

I grant the Landlord an order of possession effective by 1:00 pm on March 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: March 22, 2017

Residential Tenancy Branch