



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, FF

Introduction

This hearing was convened to deal with an application by the tenant under the *Residential Tenancy Act* (the “Act”) for an order cancelling a 1 Month Notice to End Tenancy for Cause dated April 2, 2017 (the “1 Month Notice”). The tenant subsequently amended his application to seek an order cancelling a 10 Day Notices to End Tenancy for Unpaid Rent or Utilities received April 16, 2017 (the “10 Day Notice”).

The landlords attended the hearing with a property manager and were given a full opportunity to be heard, to present affirmed testimony and documentary evidence, and to make submissions.

The tenant did not attend at the hearing of his own application.

Issue(s) to be Decided

Is the tenant entitled to cancellation of the 1 Month Notice?

Is the tenant entitled to cancellation of the 10 Day Notice?

If the answers to the above are no, then are the landlords entitled to an order of possession?

Background and Evidence

A copy of the tenancy agreement was in evidence. This tenancy began in December of 2015 on a month to month basis with rent of \$1,200.00 due on the first of the month. A

security deposit of \$600.00 was paid at the beginning of the tenancy and remains in the landlords' possession.

The landlords testified that the tenant was served with the 1 Month Notice on April 2, 2017 when they handed it personally to him. The tenant applied to dispute the 1 Month Notice on April 3, 2017.

The landlords further testified that they have served the tenant with two 10 Day Notices to End Tenancy for Unpaid Rent or Utilities, one dated April 7, 2017 and the other dated April 16, 2017. The tenant paid some of the amounts owing under these notices.

The landlords also stated that the tenant has advised them that he will be vacating May 20, 2017 and that they have confirmed this with another source. The landlords were therefore content to have me consider only the tenant's application to cancel the 1 Month Notice, and did not give detailed evidence about the 10 Day Notices and the payments made by the tenant in response to those notices.

Analysis

Section 47 of the Act allows a landlord to end a month to month tenancy for cause by giving notice effective on a date not earlier than 1 month after the date the tenant receives the notice, and the day before the day in the month that rent is payable.

Section 47(4) allows a tenant to apply to dispute such a notice within 10 days of receipt. The tenant has applied to dispute the 1 Month Notice within the applicable timeframe. However, the tenant has not attended at the hearing of his application. Accordingly, the tenant's application to cancel the 1 Month Notices is dismissed, without leave to reapply. The landlords' 1 Month Notice is upheld. This tenant will end on May 31, 2017, the corrected effective date of the 1 Month Notice.

Section 55 of the Act requires that I grant an order of possession where a tenant's application to cancel a notice to end tenancy is dismissed or the landlord's notice is upheld, provided the notice complies with s. 52. I find that the 1 Month Notice complies with s. 52. Accordingly, I grant the landlords an order of possession effective at 1:00 pm on May 31, 2017.

Conclusion

The tenant's application is dismissed and the 1 Month Notice is upheld.

I grant an order of possession to the landlords effective at 1:00 pm on May 31, 2017. Should the tenant or anyone on the premises fail to comply with this order, it may be filed and enforced as an order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act. Pursuant to s. 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: May 09, 2017

Residential Tenancy Branch