



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause ('1 Month Notice') pursuant to section 47.

The Applicant (tenant) did not attend this hearing, although I waited until 11:10 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 11:00 a.m. The landlords' legal counsel OM attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

The landlords' legal counsel confirmed receipt of the tenant's application for dispute resolution hearing package ("Application") and evidence. In accordance with sections 88 and 89 of the *Act*, I find the landlords were duly served with the tenant's Application and evidence.

The landlords' legal counsel submitted that the tenant was served with the landlord's 1 Month Notice to End Tenancy For Cause ('1 Month Notice'), with an effective date of June 30, 2017, on May 28, 2017, by posting the 1 Month Notice on the tenant's door. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was deemed served with the landlords' 1 Month Notice on June 2, 2017, five days after posting.

The landlords' legal counsel indicated in the hearing that both parties had signed a Mutual Termination Agreement on June 16, 2017, which stated that both parties agreed that the tenancy would end on August 31, 2017 at 3:00 p.m. A copy was submitted in evidence by the landlords. The landlords are seeking an Order of Possession for August 31, 2017 at 3:00 p.m.

Issues(s) to be Decided

Should the landlords' 1 Month Notice be cancelled? If not, are the landlords entitled to an Order of Possession?

Background and Evidence

Section 55(1) of the *Act* reads as follows:

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

(a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

Analysis

In the absence of any evidence or submissions from the applicant, I order the tenant's application dismissed without liberty to reapply.

A copy of the 1 Month Notice was submitted by the tenant for this hearing, and I find that the landlords' 1 Month Notice complies with section 52 of the *Act*, which states that the Notice 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.

Conclusion

I dismiss the tenant's application without leave to reapply. I find that the landlords' 1 Month Notice is valid and effective as of June 30, 2017.

I grant an Order of Possession to the landlords effective at **3:00pm on August 31, 2017** on the tenant. Should the tenant fail to comply with this Order, this Order 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 18, 2017

Residential Tenancy Branch