



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

On August 22, 2017, the Tenant submitted an Application for Dispute Resolution asking that a 1 Month Notice to End Tenancy for Cause dated August 18, 2017, ("the Notice") be cancelled.

The hearing was scheduled as a teleconference hearing. The Landlord appeared at the hearing; however, the Tenant did not. The Landlord was provided the opportunity to present their 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 Notice to End Tenancy be cancelled?
- Is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord testified that she served the Tenant with a Notice, by posting a copy to the door of the rental unit on August 18, 2017. Service of this document was witnessed by a third party, as per the Proof of Service document.

The Notice provides information for Tenant who receives the Notice. It 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 Notice indicates the reasons for ending the tenancy are:

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

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

The Tenant applied for dispute resolution to dispute the Notice but did not appear at the hearing.

The Landlord requested an order of possession.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I am satisfied that the Landlord served the Tenant with a Notice, by posting a copy to the door of the rental unit on August 18, 2017. The Landlord issued this Notice for cause, under section 47(1) of the *Act*. Pursuant to sections 88 and 90 of the *Act*, documents served in this manner are deemed to be received 3 days later. I find the Tenant is deemed to have received the Notice on August 21, 2017.

The Tenant applied for dispute resolution to cancel the Notice, which confirms that the Tenant received the Notice. However, the Tenant failed to attend the hearing to present any reasons as to why this Notice should be cancelled. Therefore, I dismiss the Tenant's Application to cancel the Notice, without leave to reapply.

Under section 55 of the *Act*, when a Tenant's 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, I must grant the Landlord an order of possession. Section 52 of the *Act* requires that any notice to end tenancy issued by a landlord must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

I find that the Notice issued by the Landlord meets the requirements for form and content and the Landlord is entitled to an order of possession.

Conclusion

The landlord is granted an order of possession effective **two days after service** on the tenant. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

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: September 27, 2017

Residential Tenancy Branch