



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This conference call hearing was convened in response to an application by the Tenant seeking an order cancelling a notice to end tenancy pursuant to section 47 of the *Residential Tenancy Act* (the “Act”).

The conference call was scheduled for 9:00 a.m. on this date. The line remained open until 9:17 a.m. and the only Party that appeared was the Landlord who was ready to proceed. As the Tenant did not attend to pursue its application I dismiss the Tenant’s application. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord states that a one month notice to end tenancy for cause (the “Notice”) was given to the Tenant in person on July 24, 2017. The Landlord confirms that the Notice:

- is in the approved Residential Tenancy Branch form;
- is signed and dated by the Landlord as July 24, 2017;
- sets out the address of the rental unit;
- sets out an effective date of September 30, 2017; and
- contains two reasons for its issuance.

The Landlord states that the reasons for the Notice are in relation to major noise complaints, destruction of property signs, distribution of garbage off the deck of the rental unit, and the removal of sunglasses left in the lobby. The Landlord states that the Tenant has paid the rent for October 2017 and agrees to an order of possession effective on October 31, 2017.

Analysis

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides 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.

Given that the required form and content is contained on the Notice and given the dismissal of the Tenant's application I find that the Landlord is entitled to an order of possession.

Conclusion

The Tenant's application is dismissed.

I grant an Order of Possession to the Landlord effective 1:00 p.m. on October 31, 2017.

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: October 25, 2017

Residential Tenancy Branch