



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, MNDC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 47;
2. An Order for the Landlord’s compliance - Section 62; and
3. A Monetary Order for compensation - Section 67.

The Tenant did not attend the hearing to pursue its application. I therefore 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 tenancy started on September 1, 2017. Rent of \$850.00 is payable on the first day of each month. On October 29, 2017 the Landlord served the Tenant with a one month notice to end tenancy for cause (the “Notice”) by giving the Notice to the Tenant in person. The Notice is signed and dated by the Landlord, gives the address of the rental unit, states the effective date of the notice, is in the approved form and sets out that the

grounds for ending the tenancy is that the unit must be vacated to comply with a government order.

The Landlord states that the city has suspended its policy in relation to illegal suites as of December 2017. The Landlord submits however that they still wish to pursue the end of the tenancy as the Landlord wants to provide the unit to her grandson. The Landlord confirms that the Tenant has paid full rent for January 2018.

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.

While it appears that the Notice may not be valid for the stated reasons, the Tenant's application has been dismissed due to the Tenant not attending the hearing to pursue its claim. Considering that the required form and content is contained on the Notice and given that the optional provision of the application dismissal has been met, I find that I must grant the Landlord an order of possession. As the Tenant has paid the full rent for January 2018 I make this order of possession effective 1:00 p.m. on January 31, 2018.

Conclusion

The Tenant's application is dismissed.

I grant the Landlord an order of possession effective 1:00 p.m. on January 31, 2018.

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: January 09, 2018

Residential Tenancy Branch