



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Community Builders Group  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            CNC

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The participatory hearing was held on January 26, 2018. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- cancellation of the Landlord's 1 Month Notice to End Tenancy for Cause pursuant to section 47 (the Notice)

The hearing was scheduled as a teleconference hearing on January 26, 2018, at 11:00 AM. 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 they served the Tenant with the Notice, by posting a copy to the door of the rental unit on October 31, 2017. The Notice indicates multiple reasons for ending the tenancy. The Notice also provides information for the 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 Tenant applied for dispute resolution to dispute the Notice but did not appear at the hearing.

### 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 October 31, 2017. The Landlord issued this Notice for cause (provided into evidence), under section 47(1) of the *Act*. Pursuant to section 88 and 90 of the *Act*, I find the Tenant is deemed to have received this Notice 3 days after it was posted on the door.

Given that the Tenant failed to attend the hearing to present any reasons as to why this Notice should be cancelled, 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: January 26, 2018

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Residential Tenancy Branch