



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNE, FF

Introduction

This hearing was convened in response to an application for dispute resolution (the “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 48; and
2. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing that lasted for 15 minutes from the scheduled start time of 9:00 a.m. The Landlord appeared at the start time to respond to the Tenant’s Application. As the Tenant did not appear to pursue its claims in the Application I dismiss the Tenant’s Application without leave to reapply. 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 about 10 years ago with the Tenant as a property manager. Rents are usually payable on the first day of each month however the Tenant was provided a rental unit at no cost as part of the employment arrangement.

The Landlord entered into a lease to purchase agreement with the owner providing full management of the building containing the rental unit to the Landlord effective December 1, 2017. On an unstated date, the owner gave the Tenant a letter ending the

Tenant's employment as property manager of the building. On November 28, 2017 the Tenant was served in person with a one month notice to end tenancy for end of employment (the "Notice"). The Notice is signed and dated, gives the address of the rental unit, states an effective date of December 31, 2017, is in the approved form and sets out the reason for ending the tenancy. The Tenant's employment had ended and the Landlord intends to renovate the Tenant's unit following which a new manager, the Landlord's father, will occupy the unit.

The Tenant recently informed the Landlord of still being in the process of locating a new residence and has asked for more time before having to move out of the unit. The Tenant may or may not have paid rent for January 2018 and the Landlord intended to allow the Tenant use and occupancy of the unit until possession of the unit was obtained by the Landlord. The Landlord requests an order of possession effective January 31, 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.

Considering 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 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 04, 2018

Residential Tenancy Branch