



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened in response to an application for dispute resolution by the Tenant seeking to cancel a notice to end tenancy pursuant to section 47 of the *Residential Tenancy Act* (the “Act”).

The matter was set for a conference call hearing at 10:30 a.m. on this date. The line remained open while the phone system was monitored for thirteen minutes. The only participant who called into the hearing during this time was the Landlord who was ready to proceed on the notice to end tenancy for cause (the “Notice”). The Tenant failed to attend to present their claim. In the absence of the Tenant who made 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 on May 22, 2012. Rent of \$375.00 is payable on the last day of each month. At the outset of the tenancy the Landlord collected \$250.00 as a security deposit. On November 7, 2017 the Landlord served the Tenant with a one month notice to end tenancy for cause (the “Notice”) by posting the Notice on the door of the unit. The Notice is signed and dated by the Landlord, contains an effective date of January 1,

2018, give the address of the rental unit, is on the approved Residential Tenancy Branch form and states the following grounds:

- the tenant or a person permitted on the residential property by the tenant has
 - seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
 - put the landlord's property at significant risk; and
- breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The Tenant has not moved out of the unit and the Landlord has not processed rent for February 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 a notice to end tenancy from a landlord must be in writing and 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. As the Notice complies in form and content and as the Tenant's application has been dismissed I find that the Landlord is entitled to an order of possession effective two days after service of the Order on the Tenant.

Conclusion

The Tenant's application is dismissed.

I grant an Order of Possession to the Landlord. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and 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: February 01, 2018

Residential Tenancy Branch