



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

On November 22, 2017, the Tenant submitted an Application for Dispute Resolution seeking to cancel a 1 Month Notice to End Tenancy for Cause dated November 20, 2017.

The Landlord and Tenant appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were 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.

Preliminary and Procedural Matters

The Tenant testified that he no longer wants to dispute the 1 Month Notice To End Tenancy For Cause. He stated that he is 90 % moved out of the rental unit and will have out the unit within a couple of days.

The Tenant was advised that if he withdraws his dispute of the Notice, I must grant the Landlord an order of possession. The Tenant testified that he understood.

Issues to be Decided

Is the Landlord entitled to an order of possession for the rental unit?

Background and Evidence

Both parties testified that the tenancy commenced on September 1, 1997. Rent in the amount of \$1,238.64 is due to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$475.00.

The Landlord issued a 1 Month Notice to End Tenancy For Cause dated November 20, 2017. The effective date of the Notice is December 31, 2017.

The Tenant disputed the 1 Month Notice on November 22, 2017, but withdrew his dispute at the time of the hearing.

Analysis

Based on the evidence and testimony before me, I make the following findings:

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 regarding form and content, I must grant the Landlord an order of possession.

I find that the 1 Month Notice dated November 20, 2017, issued by the Landlord, meets the requirements for form and content.

I find that the Landlord is entitled to an order of possession effective two (2) days after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

The Tenant was informed that the Landlord is granted an order of possession for the rental unit.

Conclusion

The Tenant withdrew his dispute of the 1 Month Notice To End Tenancy For Cause. The effective date of the 1 Month Notice has passed. The Landlord is granted an order of possession effective two (2) days after service on the Tenant.

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 05, 2018

Residential Tenancy Branch