



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC, CNQ

Introduction

On January 10, 2018, the Tenant submitted an Application for Dispute Resolution seeking to cancel a 2 Month Notice To End Tenancy For Landlord's Use Of Property dated December 28, 2017. On February 14, 2018, the Tenant amended the Application to include a dispute of a 1 Month Notice To End Tenancy For Cause dated February 13, 2018.

The matter was scheduled as a teleconference hearing. The Landlord appeared at the hearing; however, the Tenant did not.

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

- Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord testified that the tenancy commenced in November 2016. The tenancy agreement requires the Tenant to pay monthly rent in the amount of \$1,200.00 by the 26th day of each month.

The Landlord issued the following notices to end tenancy:

- 2 Month Notice To End Tenancy For Landlord's Use Of Property dated December 28, 2017.
- 1 Month Notice To End Tenancy For Cause dated February 13, 2018.

The Landlord selected the following reason within the 1 Month Notice for ending the tenancy:

Tenant or a person permitted on the property by the Tenant has:

- Significantly interfered with or unreasonably disturbed another occupant or the Landlord.

The 1 Month Notice provides information for Tenants who receive the Notice. The Notice 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. If a Tenant does not file an Application within 10 days, the Tenant is presumed to accept the Notice and must move out of the rental unit or vacate the site by the effective date set out on page 1 of the Notice.

The 1 Month Notice To End Tenancy For Cause shows an effective date of March 13, 2018.

The Tenant disputed the notice within the required timeframe, but failed to attend the hearing.

The Landlord testified that the Tenant is still living in the rental unit and has not paid any rent owing under the tenancy agreement for the month of March 2018. The Landlord requests an order of possession for the rental unit.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant applied for Dispute Resolution to cancel a 1 Month Notice to End Tenancy but failed to attend the hearing. Therefore, I dismiss the Tenant's Application to cancel the 1 Month Notice To End Tenancy For Cause dated February 13, 2018.

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 issued by the Landlord meets the requirements for form and content. Pursuant to section 53 of the Act, I find that the effective date of the Notice

automatically changes to be the day before rent is due to be paid under the tenancy agreement. The effective date of the 1 Month Notice is deemed to be March 25, 2018.

I find that the Landlord is entitled to an order of possession effective at 1:00 pm on March 25, 2018, after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Since the tenancy is ending based on the 1 Month Notice To End Tenancy For Cause, there is no need to consider the 2 Month Notice To End Tenancy For Landlord's Use Of Property.

Conclusion

The Tenant failed to attend the hearing. The Tenant's application to cancel the 1 Month Notice and 2 Month Notice is dismissed. The Landlord is granted an order of possession effective at 1:00 pm on March 25, 2018, 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: March 08, 2018

Residential Tenancy Branch