



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application for dispute resolution, seeking to cancel a notice to end tenancy issued by the landlord for cause.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves.

As both parties were in attendance I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence. The tenant said that she had not submitted any evidence of her own. I find that the tenant was served with the tenant's materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Does the landlord have reason to end the tenancy or should the notice to end tenancy be set aside and the tenancy be allowed to continue?

Background and Evidence

The tenancy started on in March 2015. The monthly rent is \$1,055.00 due in advance on the first day of the month. On November 03, 2018, the landlord served the tenant with a notice to end tenancy for cause, with an effective date of December 31, 2018. The tenant disputed the notice in a timely manner.

The tenant testified that she had moved out on December 02, 2018 and agreed that she had not informed the landlord. The landlord stated that he found out because the utility provider notified him that services to the rental unit were disconnected effective November 22, 2018.

The tenant agreed that she had requested the disconnection but stated that she had done so in error. The tenant stated that she meant to have the utilities disconnected for December 22, 2018.

During the hearing the tenant provided the landlord with her forwarding address. I have updated the electronic file of the tenant and the landlord has noted down the address.

Analysis

Based on the sworn testimony of both parties, I find that the tenant received the notice to end tenancy for cause, on November 03, 2018 and applied to dispute the notice within the legislated time frame of ten days.

Even though the tenant made application to dispute the notice to end tenancy on November 05, 2018, she moved out on December 02, 2018. Since the tenant has already moved out, her application to cancel the notice is moot and accordingly dismissed. During the hearing the landlord made a request under section 55 of the legislation for an order of possession.

Section 55 of the *Residential Tenancy Act* addresses an order of possession for the landlord and states:

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

(a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

In this case, I find that the landlord served the tenant with a notice to end tenancy that complies with section 52 (form and content of notice to end tenancy). Since I have dismissed the tenant's application for dispute resolution, under the provisions of section 55, I must issue an order of possession.

Accordingly, I so order. 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.

Conclusion

I grant the landlord an order of possession effective two 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: December 11, 2018

Residential Tenancy Branch