



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FFT

Introduction

On March 31, 2019, the Tenant submitted an Application for Dispute Resolution under the Residential Tenancy Act (“the Act”) seeking to cancel a 1 Month Notice to End Tenancy for Cause dated March 21, 2019 (“the 1 Month Notice”); and for the Landlord to comply with the Act, Regulation, or tenancy agreement.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties 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

At the start of the hearing the Landlord testified that the Tenant has already moved out of the rental unit.

The Tenant testified that she moved out of the rental unit at the end of April 2019. The Tenant testified that she no longer wants to dispute the 1 Month Notice To End Tenancy For Cause dated March 21, 2019. The Tenant withdrew her Application.

Since the Tenant has moved out of the rental unit and does not want to dispute the 1 Month Notice, the Tenant’s application is dismissed in its entirety.

The Landlord was informed that because the Tenant's application to dispute the 1 Month Notice is dismissed the Landlord is entitled to an order of possession for the rental unit.

Despite that the Landlord testified that the Tenant has moved out of the unit, the Landlord requested an order of possession for the rental unit.

Issue to be Decided

- Is the Landlord entitled to an order of possession?

Background and Evidence

The parties testified that the tenancy started on November 1, 2018, as a one year fixed term tenancy. Rent in the amount of \$2,270.00 was 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 \$1,135.00.

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 complies with the requirements of form and content. The Landlord is entitled to an order of possession of the rental unit. 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.

Conclusion

The Tenant moved out of the rental unit prior to the hearing. The Tenant withdrew her application to dispute the 1 Month Notice at the hearing.

The Tenant's application to cancel the 1 Month Notice dated March 21, 2019, is dismissed.

The Landlord is granted 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.

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: May 16, 2019

Residential Tenancy Branch