



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Royal Villa Ent. Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 47; and
2. An Order to recover the filing fee for this application - Section 72.

The conference call hearing was set for 11:00 a.m. on this date. The Arbitrator called in to the hearing at the scheduled time. The line remained open while the phone system was monitored for the duration of the hearing that lasted 16 minutes. The only Party who called into the hearing during this time was the Landlord who was ready to proceed. It was confirmed that the correct call-in numbers and participant codes were provided in the Notice of Hearing to the Tenant. As the Tenant did not attend the hearing to pursue their application I dismiss their application without leave to reapply. The Landlord was given full opportunity under oath 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 under written agreement started on March 5, 2017. Rent of \$970.00 is payable on the first day of each month. On June 12, 2019 the Landlord served the Tenant with a one month notice to end tenancy for cause (the "Notice") by posting it on the door of the unit. The Tenant disputed the Notice by making its application on June 21, 2019. The Notice is dated June 11, 2019 and is signed by the Landlord. The Notice sets out the address of the rental unit and sets the effective date as July 31, 2019. The second page of the Notice selects two reasons for the Notice with details for those reasons included on the Notice. The Notice is on a Residential Tenancy Branch form. The Tenant has not paid rent for August 2017 and the Landlord has served the Tenant with a 10-day notice to end tenancy for unpaid rent.

### 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 in order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

As the Tenant's application has been dismissed and based on the oral evidence of the Landlord of the content and form of the Notice, I find that the Notice complies in form

and content and that the Landlord must be granted an order of possession. As the Tenant has not paid rent for August 2019 I make this order of possession effective two days after its service 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 Act.

Dated: August 15, 2019

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Residential Tenancy Branch