



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Villa Rosalma c/o Rockwell Management Inc  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was convened in response to an application for an order cancelling a notice to end tenancy made by the Tenants pursuant to section 47 of the *Residential Tenancy Act* (the "Act").

The conference call hearing was set for 9:30 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. The only Party who called into the hearing during this time was the Landlord who was ready to proceed. The Tenants did not call into the hearing for the duration of the hearing that lasted 10 minutes. It was confirmed that the correct call-in numbers and participant codes were provided in the notice of hearing to the Tenants.

As the Tenants did not attend the hearing to pursue their application, I dismiss their application without leave to reapply. The Landlord was given full opportunity 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 November 20, 2019. Rent of \$1,300.00 is payable on the first day of each month. On November 22, 2019 the Landlord served the Tenants with a one month notice to end tenancy for cause (the "Notice") by posting the Notice on the door of the unit. The Notice is on the approved Residential Tenancy Branch (the "RTB") form. The Notice is dated and signed by the Landlord, sets out the dispute address and an effective move-out date of December 31, 2019. The Notice sets out two reasons for the Notice and includes written detail of those reasons on the Notice. The Tenants have not moved out of the unit and have paid full rent for January 2020. The Landlord asks for an order of possession effective January 31, 2020.

### 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.

Based on the Landlord's undisputed evidence of the form and content of the Notice and as the Tenants' application to dispute the Notice has been dismissed, I find that the Landlord is entitled to an order of possession.

Conclusion

The Tenants application is dismissed.

**I grant** an Order of Possession to the Landlord effective 1:00 p.m. on January 31, 2020.

This decision is made on authority delegated to me by the Director of the RTB under Section 9.1(1) of the Act.

Dated: January 23, 2020

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Residential Tenancy Branch