



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, RP

### 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;
2. An Order for repairs - Section 32.

This matter was set for a conference call hearing at 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 ten 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 its 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. The Landlord confirms that the Landlord’s evidence was posted on the Tenant’s door on April 9, 2022.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

### Background and Evidence

The tenancy started on November 1, 2018. Rent of \$600.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected a security deposit of \$300.00. On January 24, 2022 the Landlord served the Tenant with a one month notice to end tenancy dated January 24, 2022 (the "Notice") by posting the Notice on the door. The Notice is signed by the landlord, gives the address of the rental unit, sets out an effective date of February 28, 2022, states the grounds for ending the tenancy, including details of those grounds, and is in the approved form. The Tenant subsequently gave the Landlord notice to move out of the unit by April 30, 2022. The Tenant has not yet moved out of the unit.

The Landlord seeks an order of possession for April 30, 2022.

### 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.

Given that the Notice complies in form and content, as the Tenant's application has been dismissed and based on the undisputed evidence that the Notice is valid for its

stated reasons, I find that the Landlord is entitled to an order of possession as requested.

Conclusion

The Tenant's application is dismissed.

**I grant** an Order of Possession to the Landlord effective 1:00 p.m. on April 30, 2022.

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: April 26, 2022

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Residential Tenancy Branch