



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FFT

Introduction

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

1. A n Order cancelling a notice to end tenancy - Section 47;
2. Ann Order for the Landlord’s compliance - Section 62; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenants did not attend the hearing to pursue the claims in their application. I therefore dismiss their application. 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 started on April 1, 2020. Rent of \$1,450.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected a security deposit of \$725.00. On February 7, 2022 the Landlord served the Tenants with a one month notice to end tenancy for cause dated February 7, 2022 (the “Notice”) by registered mail. The Notice sets out several reasons, including repeated late rent payments. The late payments were made as follows: partial payments on November 9, 2021, December 1, 2021 and January 1, 2022 and no payment for February 2022. The

Landlord provides a copy of the Notice. Tenants AC moved out of the unit two weeks prior to this hearing and Tenant BF remains in the unit.

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.

Although the Notice is on an old form and does not set out any details for the reasons stated on the Notice the Tenant's application does not contain any submissions of any lack of knowledge on the details for the reasons. Nor did the Tenants attend the hearing to give such testimony. For these reasons I accept the Notice as valid for the approved form. As the Notice contains the required information, I find that the Notice complies in form and content. I also find, on the Landlord's undisputed evidence, that the Tenants made late rent payments for four consecutive months prior to the issuance of the Notice and that the Notice is therefore valid for at least one of its reasons. As the Tenants' application has been dismissed and as the Notice is valid, I grant the Landlord an order of possession.

Conclusion

I grant an Order of Possession to the Landlord effective 2 days after its service on the Tenants. The Tenants must be served with this **Order of Possession**. Should the Tenants 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: May 25, 2022

Residential Tenancy Branch