



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

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

The Tenant did not attend the hearing to pursue their application. I therefore dismiss the application. The Landlords 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 on May 1, 2021. Rent of \$468.00 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 June 16, 2022 the Landlord served the Tenant with a one month notice to end tenancy for cause dated June 15, 2022 (the “Notice”) by posting the Notice on the door. The Notice sets out three reasons for ending the tenancy and includes details. The Landlord confirms that they are ending the tenancy for extraordinary damage caused by the Tenant, a failure to make repairs to the unit and

for a breach of a material term. The Landlord submits documentary evidence to support the details of the Notice.

The Landlord seeks an order of possession to be effective December 31, 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 the evidence of a copy of the Notice I find that the Notice complies in form and content. Given the Landlord's undisputed evidence of cause to end the tenancy I find that the Notice is valid. The Landlord is therefore granted an order of possession effective at 1:00 p.m. on December 31, 2022.

Conclusion

The Tenant's application is dismissed.

I grant an Order of Possession to the Landlord effective 1:00 p.m. on December 31, 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: November 08, 2022

Residential Tenancy Branch