



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of a One Month Notice to End Tenancy For Cause (the One Month Notice), pursuant to section 47.

The hearing was conducted by conference call. The tenants did not attend this hearing, although I waited until 11:15 a.m. in order to enable the tenants to connect with this teleconference hearing scheduled for 11:00 a.m. The tenants should have been aware of the hearing date, time and call in instructions as this dispute was initiated by the tenants and the tenants were required to serve a copy of the notice of hearing on the landlord. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

Issues

Is the landlord entitled to an order of possession?

Background and Evidence

The landlord served the tenant with the One Month Notice on November 26, 2022. The effective date of the One Month Notice was December 31, 2022. Subsequent to issuing the One Month Notice, the landlord testified that he agreed to provide the tenants with some additional time to vacate and the parties entered into a mutual agreement to end tenancy effective February 28, 2023. The landlord stated that the tenants have not vacated as of the hearing date.

The tenant's application to dispute the One Month Notice was filed on November 28, 2022, within the timelines permitted under the Act.

Analysis

Section 47 of the Act contains provisions by which a landlord may end a tenancy for cause by issuing a One Month Notice. A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

Section 55(1) of the *Act* states that if a tenant applies to dispute a landlord's notice to end tenancy and their Application for Dispute Resolution is dismissed or the landlord's notice is upheld the landlord must be granted an order of possession if the notice complies with the form and content requirements under section 52 of the *Act*.

As the tenant failed to participate in this hearing, the tenant's application is dismissed in its entirety without leave to reapply.

Section 52 of the Act states as follows:

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.

I find that the One Month Notice served by the landlord is in compliance with the form and content requirements of section 52 of the Act. The Notice was signed and dated by the landlord, provided the address of the rental unit, stated the effective date of the Notice, stated the grounds for ending the tenancy and was in the approved form.

Therefore, the landlord is entitled to an Order of Possession pursuant to section 55 of the Act. As the effective date of the mutual agreement to end tenancy has passed, the landlord is granted an order of possession effective two days after service on the tenants.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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

Dated: April 03, 2023

Residential Tenancy Branch