



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;
- authorization to recover the filing fee for this application pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 9:42 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:30 a.m.. The tenant should have been aware of the hearing date, time and call in instructions as this dispute was initiated by the tenant and the tenant was 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 February 16, 2023.

The tenant's application to dispute the One Month Notice was filed on February 17, 2023, 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*.

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.

The landlord testified that he was never served with the tenant's Application for Dispute Resolution. The landlord stated he only became aware of the hearing after receiving a call from the Residential Tenancy Branch one week ago.

As the tenant failed to serve the landlord with a copy of the Application for Dispute Resolution and failed to participate in this hearing, the tenant's application is dismissed in its entirety without leave to reapply.

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*.

Conclusion

I grant an Order of Possession to the landlord effective **1:00 p.m. on June 30, 2023**. Should the tenant(s) 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: June 19, 2023

Residential Tenancy Branch