



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC, FF

Introduction

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

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") pursuant to section 66;
- cancellation of the landlord's 1 Month Notice pursuant to section 47; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The tenant did not participate in the conference call hearing, which lasted approximately 10 minutes. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

Because the tenant failed to attend the hearing and present her claim, I dismiss her claim without leave to reapply.

Background and Evidence

As per the testimony of the landlord, the tenancy began on February 1, 2016 on a month-to-month basis. Rent in the amount of \$525.00 is payable each month. The tenant remitted a security deposit in the amount of \$262.50 at the start of the tenancy. The tenant continues to reside in the rental unit.

The landlord testified that the tenant was personally served with the 1 Month Notice on August 6, 2016, at the rental unit where the tenant is residing. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the 1 Month Notice on August 6, 2016, the day it was personally served.

Analysis

Section 55 of the *Act* establishes that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end 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 a notice to end tenancy from a landlord must be in writing and must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

Based on the landlord's testimony and the 1 Month Notice before me, I find the 1 Month Notice complies in form and content. As the 1 Month Notice complies in form and content and as the tenant's application has been dismissed I find that the landlord is entitled to an order of possession.

Conclusion

The tenant's entire application is dismissed without leave to reapply.

An order of possession is granted to the landlord effective **November 30, 2016 at 1:00 p.m.**

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: November 23, 2016

Residential Tenancy Branch