



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

On October 27, 2016, the Tenants submitted an Application for Dispute Resolution asking that a 1 Month Notice to End Tenancy for Cause dated October 24, 2016, (“the 1 Month Notice”) be cancelled.

The hearing was scheduled as a teleconference hearing. The Landlord appeared at the hearing; however, the Tenants did not. The Landlord provided affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Does the Landlord have cause to end the tenancy and is he entitled to an order of possession?
- Should the Notice to End Tenancy be cancelled?

### Background and Evidence

The Landlord testified that the tenancy started on September 1, 2016, as a month to month tenancy. Rent in the amount of \$950 is to be paid to the Landlord each month. The Tenant paid the Landlord a security deposit in the amount of \$475.00.

The Landlord testified that he issued the Tenants a notice to end the tenancy. The Landlord testified that he served the Tenants with a 1 Month Notice To End Tenancy For Cause dated October 24, 2016, in person on October 24, 2016.

The Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The 1 Month Notice indicates the reasons for ending the tenancy are:

Tenant or a person permitted on the property by the Tenant has:

- Significantly interfered with or unreasonably disturbed another occupant or the Landlord
- Seriously jeopardized the health or safety or lawful right of another occupant or the Landlord

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written Notice to do so.

The Tenants applied for Dispute Resolution to dispute the 1 Month Notice but did not appear at the hearing.

The Landlords requested an order of possession.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenants applied for Dispute Resolution to cancel a 1 Month Notice to End Tenancy but failed to attend the hearing. Therefore, I dismiss the Tenant's Application to cancel the 1 Month Notice To End Tenancy For Cause dated October 24, 2016.

Under section 55 of the Act, when a Tenants application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the 1 Month Notice issued by the Landlords meets the requirements for form and content.

I find that the Landlords are entitled to an order of possession effective two (2) days after service on the Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The Tenants failed to attend the hearing. The Tenants application to cancel the 1 Month Notice is dismissed. The Landlords are granted an order of possession.

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: December 15, 2016

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Residential Tenancy Branch