



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      CNC

### **Introduction**

This was this the tenant's application pursuant to s. 47(4) of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause dated November 11, 2016 with an effective date of December 14, 2016 (the "1 Month Notice").

The landlord attended the hearing, which lasted approximately 35 minutes. The tenant did not attend the hearing.

### **Issues to be Decided**

Is the tenant entitled to an order cancelling the 1 Month Notice?

If not, is the landlord entitled to an Order of Possession?

### **Background and Evidence**

A copy of the tenancy agreement was submitted in evidence. A month to month tenancy began on July 15, 2016 with a rent of \$700.00 per month. Rent is due on the first day of each month. A security deposit of \$350.00 was paid at the beginning of the tenancy and remains in the landlord's possession.

The landlord testified that another 1 Month Notice for Cause (for breach of a material term) was issued by the landlord in October, and that the tenant did not apply to dispute that notice. However, that notice is not before me.

The landlord also testified that December rent has not been paid and that he has therefore issued a 10 Day Notice for Unpaid Rent with an effective date of December

15, 2016. He also testified that the tenant appears to have abandoned the rental unit as of the date of this hearing, December 16, 2016.

### **Analysis**

Section 47(1) of the Act provides that a landlord may end a tenancy for “cause” by giving notice to the tenant to end the tenancy if one or more of certain enumerated grounds apply.

Section 47(4) provides that a tenant may dispute a notice under this section by making an application for dispute resolution within 10 days of receipt of the notice. In this case the tenant filed an application to dispute the 1 Month Notice on November 14, 2016, within the 10 day timeline.

However, the tenant did not attend at the hearing to substantiate her dispute of the 1 Month Notice. As a result, I dismiss the tenant’s application and uphold the 1 Month Notice.

As the landlord’s 1 Month Notice is upheld, I am further required by section 55(1) of the Act to grant the landlord an order of possession, as I find that the 1 Month Notice is compliant with s. 52.

Section 47(2) of the Act requires that the effective date of a 1 Month Notice to End Tenancy for Cause be (a) not earlier than one month after the date the notice is received and (b) the day before the day in the month that rent is payable. As rent is payable under this tenancy agreement on the first of the month, the corrected effective date of the 1 Month Notice is December 31, 2016.

### **Conclusion**

As the tenant did not attend the hearing and the landlord did attend, the tenant’s application is dismissed, without leave to reapply. The tenant is not entitled to an order cancelling the 1 Month Notice. Instead, the landlord’s 1 Month Notice is upheld.

I grant an Order of Possession to the landlord effective at 1:00 pm on December 31, 2016. This Order must be served on the tenant. Should the tenant or anyone on the premises 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 s. 9.1(1) of the *Act*. Pursuant to s. 77 of the *Act*, a decision or an order is final and binding, except as otherwise provided in the *Act*

Dated: December 16, 2016

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Residential Tenancy Branch