



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

On September 27, 2017, the Tenant submitted an Application for Dispute Resolution seeking to cancel a 1 Month Notice to End Tenancy for Cause ("the Notice").

The matter was scheduled as a teleconference hearing. The Landlord appeared at the hearing; however, the Tenant did not. The Landlord provided affirmed testimony and was provided the opportunity to present his 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

- Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord testified that the tenancy began on August 1, 2016, as a one year fixed term tenancy to continue thereafter as a month to month tenancy.

Rent in the amount of \$895.00 is to be paid by the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$450.00.

The Landlord testified that he served the Tenant with a 1 Month Notice To End Tenancy For Cause dated September 19, 2017, by posting it to the Tenants door.

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 is repeatedly late paying rent

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

The Tenant applied for Dispute Resolution to dispute the 1 Month Notice on September 27, 2017, but did not appear at the hearing.

The Landlord testified that the Tenant has paid the rent for the month of December 2017. He requests an order of possession for the rental unit.

Analysis

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

The Tenant 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 September 19, 2017.

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 Landlord meets the requirements for form and content.

I find that the Landlord is entitled to an order of possession effective at 1:00 pm on December 31, 2017. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The Tenant disputed the 1 Month Notice To End Tenancy For Cause dated September 19, 2017, but failed to attend the hearing. The Tenants application to cancel the 1 Month Notice is dismissed. The Landlord is granted an order of possession for the rental unit.

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 11, 2017

Residential Tenancy Branch