



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened in response to an application by the Tenants for an order cancelling a notice to end tenancy pursuant to section 47 of the *Residential Tenancy Act* (the “Act”).

The conference call hearing was set for 11:00 a.m. on this date. The Arbitrator called in to the hearing at the scheduled time. The line remained open while the phone system was monitored for the duration of the hearing that lasted 10 minutes. The only Party who called into the hearing during this time was the Landlord who was ready to proceed. It was confirmed that the correct call-in numbers and participant codes were provided in the Notice of Hearing to the Tenants. As the Tenants did not attend the hearing to pursue their application, I dismiss their application without leave to reapply. The Landlord was given full opportunity under oath to be heard, to present evidence and to make submissions. The Landlord confirms that its email as set out in the Tenants’ application is correct.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The tenancy under written agreement started on September 1, 2019. Rent of \$1,700.00 is payable on the first day of each month. At the outset of the tenancy the Landlord

collected \$850.00 as a security deposit and \$300.00 as a pet deposit. On July 31, 2020 the Landlord served the Tenants in person with a one month notice to end tenancy for cause (the "Notice"). The Notice is on the approved form, sets out the rental unit address, is signed by the Landlord, is dated July 31, 2020 and sets out two reasons with details on the Notice with details. The Landlord confirmed all the details set out on the Notice. The Notice sets out an effective date of September 1, 2020. The Tenants have paid full rent for September 2020 and the Landlord gave the Tenants a receipt for use and occupancy only. The Landlord agrees to an order of possession effective September 30, 2020.

Analysis

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a 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 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.

As the Tenants' application has been dismissed and as the Notice complies with the Act, I find that the Landlord is entitled to an order of possession as agreed for September 30, 2020.

Conclusion

The Tenants' application is dismissed.

I grant an Order of Possession to the Landlord effective 1:00 p.m. on September 30, 2020. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: September 10, 2020

Residential Tenancy Branch