



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      OPL

### **Introduction**

This hearing was convened by way of conference call to deal with the landlord's application for an Order of Possession for landlord's use of property.

The landlord attended the conference call hearing, gave affirmed testimony and provided evidence in advance of the hearing. However, despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by Purolator courier on June 1, 2011, the tenant did not attend. The landlord provided a weigh-bill from the courier company showing that the documents were sent to the courier on June 1, 2011 and a document signed by the courier stating that the envelope was hand-delivered to the tenant on June 6, 2011.

All evidence and the testimony provided have been reviewed and are considered in this Decision.

### **Issue(s) to be Decided**

Is the landlord entitled to an Order of Possession for landlord's use of property?

### **Background and Evidence**

The landlord testified that this month-to-month tenancy began in October, 2008, and the tenant still resides in the rental unit. Rent in the amount of \$400.00 per month is payable in advance on the 1<sup>st</sup> day of each month, although there is no written tenancy agreement. No security deposit or pet damage deposit was collected by the landlord.

The landlord further testified that the house belongs to her mother, who has resided in the basement suite of the house, and the tenant resides in the upper unit. Her mother suffered a stroke in January, 2011 and is currently staying with family in another community. The landlord has Power of Attorney for her mother.

She further testified that the tenant has not paid any rent since December, 2009.

She also testified that the house is in bad need of repair, and she testified that her mother was not able to keep up the maintenance. The tenant is a gentleman who also suffers from some disabilities. She stated that she needs to remove and replace all flooring in the building, paint and repair walls and ceilings, remove the kitchen counter in the rental unit, and replace the kitchen sink. Also, some of the rooms have suffered water damage, and the faucets leak. The landlord needs to replace the bathtub in the tenant's unit and remove wainscoting as well as other walls to investigate mould issues. The house has been seriously neglected and requires a full tear-out of the entire house.

The landlord further testified that she personally served the tenant with a 2 Month Notice to End Tenancy for Landlord's Use of Property on April 26, 2011 with an effective date of vacancy of June 30, 2011. The notice states that: "The landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant." She stated that she fears the tenant will not vacate in accordance with the notice, and she has booked time off of work to attend at the house to meet with contractors and complete the work. The tenant has not paid rent, and the landlord requires the house to be vacant in order to complete the renovations. She further testified that no permits are required.

### **Analysis**

Firstly, with respect to service of the Landlord's Application for Dispute Resolution, the *Residential Tenancy Act* permits the Director to establish and publish rules of procedure, and during the Canada Postal strike that is presently in effect, the Director has established that service of the Application for Dispute Resolution and notice of hearing documents may be affected by a courier. The landlord has provided a copy of the Purolator Courier weigh-bill which shows that the documents were sent on June 1, 2011, and a document signed by the courier indicating that he served the tenant personally on June 6, 2011. I therefore find that the tenant has been served in a manner approved of under the *Act*.

The *Residential Tenancy Act* also states that a landlord may end a tenancy if the landlord has all the necessary permits and approvals required by law, and intends in good faith to demolish or renovate or repair the rental unit in a manner that requires the rental unit to be vacant. I am satisfied that the landlord does intend, in good faith, to renovate and repair the rental unit in a manner that requires the unit to be vacant. The tenant has not disputed the notice to end the tenancy, and I find that the notice is lawful. I also accept the evidence of the landlord that the house has been seriously neglected and that vacant possession is required in order to complete the repairs and renovations.

**Conclusion**

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective June 30, 2011. The tenant must be served with the Order of Possession. If the tenant is served with the order and the tenant fails 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 *Residential Tenancy Act*.

Dated: June 21, 2011.

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Residential Tenancy Branch

