



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL

Introduction

This matter dealt with an application by the Landlord to enforce a 2 Month Notice to End Tenancy for Landlord's Use of Property dated June 1, 2012 and for an Order of Possession of the rental unit.

The Landlord said on July 26, 2012 he served the Tenant by registered mail (to the rental unit address) with the Application and Notice of Hearing (the "hearing package"). The Landlord said the Tenant did not pick up the mail and it was returned to him. Section 90(a) of the Act says a document delivered by mail is deemed to be received by the recipient five days later even if they refuse to pick up the mail. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issue(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?

Background and Evidence

This tenancy started on June 1, 2010 as a one year fixed term tenancy which was renewed on its expiry for a further one year term which expired on June 30, 2012 and continued on a month-to-month basis thereafter. Rent is \$1,650.00 per month payable in advance on the 1st day of each month.

The Landlord said on June 1, 2012 he served the Tenant in person with a 2 Month Notice to End Tenancy for Landlord's Use of Property dated June 1, 2012. The ground stated on the Notice was that "*the rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother or child) of the landlord or the landlord's spouse.*"

Analysis

Section 49(8) of the Act says that if a Tenant wishes to dispute a 2 Month Notice to End Tenancy for Landlord's Use of Property, the Tenant must make an application for dispute resolution to cancel the Notice **no later than 15 days after receiving it**. If a

Tenant fails to do so, then pursuant to s. 49(9) of the Act, the Tenant is deemed to have accepted that the tenancy will end on the effective date of the Notice and the Tenant must vacate the rental unit by that date.

In the absence of any evidence from the Tenant to the contrary, I find that he was served in person on June 1, 2012 with a 2 Month Notice to End Tenancy for Landlord's Use of Property. I find that the Tenant has not applied for dispute resolution to cancel that Notice within the 15 days granted under s. 49(8) of the Act (or at all) and as a result, I find pursuant to s. 55(2)(b) of the Act that the Landlord is entitled to an Order of Possession to take effect on August 31, 2012 at 1:00 p.m.

Conclusion

An Order of Possession to take effect on August 31, 2012 has been granted to the Landlord. A copy of the Order must be served on the Tenant and may be enforced in the Supreme Court of British Columbia.

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: August 22, 2012.

Residential Tenancy Branch