



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Aurora Manor Apartments  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPL

### Introduction

This hearing was convened on the landlord's application of March 20, 2012 seeking an Order of Possession in support of a two-month Notice to End Tenancy for landlord use served on February 12, 2013.

Despite having been served with the Notice of Hearing in person on March 20, 2013, the tenants did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

### Issue(s) to be Decided

Has the landlord provided sufficient evidence to warrant issuance of the Order of Possession?

### Background and Evidence

This tenancy began on or about January 28, 2009. Rent \$850 per month and he landlord holds security and pet damage deposits of \$400 and \$150 respectively paid at the beginning of the tenancy.

During the hearing, the landlord submitted into evidence a copy of the two-month Notice to End Tenancy for landlord use, dated and served in person on February 12, 2013 and setting an end of tenancy date of May 1, 2013.

The Notice to End Tenancy states the reason for ending the tenancy is the landlord's need for vacant possession to repair the rental unit. The landlord stated that the rental unit is in need of a major overhaul.

The landlord confirmed that the rent for April 2013 had been waived as a means to give the tenants the equivalent of one-month's rent, granted by section 51 of the *Act* to tenants who have received a Notice to End Tenancy for landlord use.

### Analysis

Section 49 of the *Act* provides that a landlord may issue a two-month Notice to End Tenancy when vacant possession is required to do repairs to the rental unit, among other reasons.

Section 49(8) provides tenants receiving such notice 15 days to make application to contest the notice. If no such application is made, section 49(9) states that the tenants are conclusively presumed to have accepted the end of tenancy date set by the notice, May 1, 2013 in the present matter. The tenants have not made application to contest the notice.

On examining the relevant documents submitted by the landlord, I find that the Notice to End Tenancy is lawful and valid and that the landlord is entitled to an Order of Possession as requested.

### Conclusion

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia to take effect at 1 p.m. on May 1, 2013.

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: April 18, 2013

---

Residential Tenancy Branch

