



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding James Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

OPL

### Introduction

The hearing was scheduled in response to an Application for Dispute Resolution, in which the Landlord has applied for an Order of Possession.

The female Agent for the Landlord stated that the Application for Dispute Resolution, the Notice of Hearing, and documents the Landlord wishes to rely upon as evidence were served to each Tenant, via registered mail, on August 14, 2013. The Agent cited Canada Post tracking numbers that corroborates this testimony. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however neither Tenant appeared at the hearing.

The male Agent for the Landlord stated that additional documents were submitted to the Residential Tenancy Branch on September 17, 2013, copies of which were not served to the Tenant as evidence for these proceedings. As these documents have not been served to the Tenant as evidence for these proceedings, I do not accept them as evidence for these proceedings.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

### Background and Evidence

The female Agent for the Landlord stated that this tenancy began on June 15, 2005; that the rent is due by the first day of each month; that on July 25, 2013 she placed a Two Month Notice to End Tenancy for Landlord's Use of Property under the door of the rental unit; and that she spoke with the male Tenant sometime near the beginning of August, at which time he confirmed that he had received the Notice to End Tenancy.

A copy of the Notice to End Tenancy that was served was submitted in evidence. The Notice, which is properly completed, it informs the Tenant that the tenancy is ending

because the landlord has all the 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.

The female Agent for the Landlord stated that the Tenant has made no indication that they do not intend to vacate the rental unit in accordance with the Notice to End Tenancy.

### Analysis

On the basis of the testimony of the female Agent for the Landlord and in the absence of evidence to the contrary, I find that the Tenant received a Two Month Notice to End Tenancy for Cause, served pursuant to section 49 of the *Act*, which required the Tenant vacate the rental unit prior by September 30, 2013.

Section 49(9) of the *Act* stipulates that a tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of a notice that was served pursuant to section 49 of the *Act* and that a tenant must vacate the rental unit by that date unless the tenant disputes the notice within fifteen days of receiving it. As there is no evidence that the Tenant filed an application to dispute the Notice to End Tenancy, I find that the Tenant accepted that the tenancy is ending on September 30, 2013, pursuant to section 49(9) of the *Act*. I therefore find that the Landlord is entitled to an Order of Possession.

### Conclusion

I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on September 30, 2013. This Order may be served on the Tenant, filed with 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: September 18, 2013

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Residential Tenancy Branch

