



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPL, FF

Introduction

This hearing was convened in response to an application by the landlord for an Order of Possession pursuant to a Notice to End Tenancy and to recover the filing fee. The hearing was conducted by conference call. I accept that although the tenant was served with the application for dispute resolution and Notice of hearing by registered mail they did not call into the conference and did not participate in the hearing. The landlord testified that the tenant still resides in the rental unit and has communicated with the landlord that they are vacating the unit by the effective date of the Notice to End Tenancy.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?
Is the landlord entitled to recover the filing fee?

Background and Evidence

On May 21, 2014 the tenant was served with a 2 Month Notice to End Tenancy for Landlord's Use of Property – posted on the tenant's door. The tenant has not / did not file an application to dispute the Notice to End Tenancy within the prescribed time of 15 days to do so. However, the landlord testified that the tenant intends to vacate in accordance with the Notice on the effective date.

Analysis

Section 49 of the Act provides that if a tenant does not apply to dispute a 2 Month Notice to End Tenancy for Landlord's Use of Property within 15 days after receiving it, the tenant is conclusively presumed to have accepted that the tenancy ends on the

effective date of the Notice and must vacate the rental unit by that date. The Notice to End Tenancy requires the tenant to vacate the rental unit by July 31, 2013. Despite that the Notice to End states an ineffective date, pursuant to section 53 of the *Residential Tenancy Act* the effective date of the Notice is automatically changed to the effective date of July 31, 2014.

The tenant was served with the Notice to End and have not disputed it – however communicated to the landlord that they would vacate as requested.

I find that the landlord is entitled to an **Order of Possession**. I find that the Act *permits* a landlord to make this type of application, even though a tenant does not intend to ignore the Notice to End Tenancy, or as in this matter, the tenant has expressly communicated they will vacate as requested. As a result, on reflection, I decline to grant the landlord their filing fee.

Conclusion

I grant an Order of Possession to the landlord **effective July 31, 2014**. 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 final and binding on both parties.

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: July 30, 2014

Residential Tenancy Branch

