



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL

Introduction

This was the hearing of an application by the landlord for an order for possession pursuant to a two month Notice to End Tenancy for landlord's use. The hearing was conducted by conference call. The landlord's agent called in participated in the hearing. The tenants did not attend, although they were served with the application and Notice of Hearing by registered mail sent on December 10, 2014.

Issue(s) to be Decided

Is the landlord entitled to an order for possession pursuant to a two month Notice to End Tenancy dated November 16, 2014?

Background and Evidence

The rental unit is a house in Richmond. The tenancy began on January 15, 2014 for a fixed term ending February 15, 2014 and thereafter on a month to month basis. The current landlord was not the owner of the rental property when the tenancy began. She purchased the property on February 12, 2014, subject to the existing tenancy.

On November 16, 2014 the landlord's agent, who is a realtor, personally served the tenants with a 2 Month Notice to End Tenancy For Landlord's Use of Property. The Notice to End Tenancy requires the tenants to move out of the property by February 15, 2015, which is the last day of the fixed term of the tenancy. The grounds for the Notice to End Tenancy are that the rental unit will be occupied by the landlord. The tenants have not applied to dispute the Notice to End Tenancy and according to the landlord's agent they requested that the landlord refrain from depositing their cheque for January rent so that they would receive January free of rent as the required compensation for the Notice to End Tenancy.

Analysis

I accept the landlord's evidence that the tenants have been properly served with the Notice to End Tenancy which will end the tenancy at the end of the fixed term. The tenants did not apply to dispute the Notice to End Tenancy and they are therefore conclusively presumed, pursuant to section 49 (9) of the *Residential Tenancy Act*, to have accepted that the tenancy will end on the effective date of the Notice, which is February 15, 2015. I find that the landlord is entitled to an order for possession effective on that date.

Conclusion

I grant the landlord an order for possession effective February 15, 2015, after service on the tenants. This order may be filed in the Supreme Court and enforced as an order of that court.

The landlord requested an order requiring the tenants to pay the filing fee for this application. I do not award the landlord the filing fee because the tenants did not dispute the Notice to End Tenancy and the landlord's application has been heard prior to the effective date of the Notice. There was no suggestion that the tenants might refuse to abide by the Notice to End Tenancy.

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: January 08, 2015

Residential Tenancy Branch

