



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 of Possession pursuant to an undisputed 2 Month Notice to End for Landlord's Use of Property under the *Residential Tenancy Act* (the Act). The hearing was conducted by conference call.

The landlord testified that they personally served the tenant with the Notice of Hearing and Application for Dispute Resolution on December 17, 2014. The landlord testified that they also provided the tenant with all of their document evidence. I find that the tenant was served with the application for Dispute Resolution and Notice of Hearing in accordance with Section 89 of the Act. on May 23, 2014. However, they did not call into the conference call hearing and did not participate in the hearing. The conference call bridge was left open and was monitored the entire hearing duration.

The landlord testified that on October 30, 2014 they personally gave the tenant a 2 Month Notice to End for Landlord's Use of Property with an effective date of December 31, 2014, however the tenant indicated they would not vacate and has not vacated the rental unit as of this date.

Preliminary Matters

The landlord submitted what appears to be a late amendment to their application which was not submitted within the time parameters to do so in accordance with the Rules of Procedure. In addition, the landlord's additional claims purport to also seek compensation for end of tenancy items including projected bailiff costs, projected damages and projected cleaning charges. The landlord was advised these matters were outside the scope of this hearing and that their additional claims are premature; however, it is available to them to seek resolution of their additional items within a new application for dispute resolution. The landlord's amendment is, effectively dismissed, with leave to reapply.

Issue(s) to be Decided

Is the Notice to End valid?

Is the landlord entitled to an Order of Possession?

Background and Evidence

On October 30, 2014 the tenant was personally served with a 2 Month Notice to End for Landlord's Use of Property with the reason stipulated pursuant to Section 49(3) of the Act. The tenant has not / did not file an application to dispute the Notice to End Tenancy within the 15 days prescribed by the Act to do so, and as stated on the Notice to End.

The landlord provided a copy of the Notice to End dated October 30, 2014 with a stated effective date of December 31, 2014.

Analysis

I find that the tenant was served with a Notice to End tenancy for Landlord's Use and I find the notice to be valid.

Section 49 of the Act provides that if a tenant does not apply to dispute a 2 Month Notice to End for Landlord's Use of Property One Month Notice to End Tenancy for Cause 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 required the tenant to vacate the rental unit by December 31, 2014.

As a result of the above, I find that the landlord is entitled to an **Order of Possession**. As the effective date of the Notice to End has passed, I find the landlord's Order of Possession will be effective 2 days after the day the tenant is served the Order.

Conclusion

I grant an Order of Possession to the landlord effective **2 days** from the day it is served on the tenant. The tenant must be served with this Order of Possession. 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: January 14, 2015

Residential Tenancy Branch

