



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPL

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession based on a 2 Month Notice to End Tenancy for Landlord's Use of Property issued March 6, 2015 (the "Notice").

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

Is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord testified that she wished to move her mother and father into the rental unit and as such she issued the Notice.

Introduced in evidence was a statement signed by B.R., who wrote that he personally served the Notice on the Tenant, A.K., on March 6, 2015. Accordingly, I find that the Tenants were served with the Notice as of March 6, 2015.

The Landlord also confirmed the Tenants were provided a free month's rent (May 2015) as compensation for issuing the Notice pursuant to sections 49 and 51.

The Notice explains the Tenants had fifteen days from the date of service to dispute the Notice by filing an Application for Dispute Resolution.

The Tenants did not apply to dispute the Notice.

On March 25, 2015 the Landlord applied for Dispute Resolution seeking an Order of Possession pursuant to section 55.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenants did not apply to dispute the Notice and are therefore conclusively presumed under section 49(9) of the Act to have accepted that the tenancy ended on the effective date of the Notice; in this case, the effective date of the Notice was May 31, 2015.

I find that the Landlord is entitled to an Order of Possession effective **1 p.m. on May 31, 2015**. This Order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The Tenants did not file to dispute the Notice. The Tenants are presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy.

The Landlord is granted an Order of Possession effective May 31, 2015.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: May 08, 2015

Residential Tenancy Branch

