



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPL, FF

### Introduction

The landlord applies for an order of possession pursuant to a two month Notice to End Tenancy for landlord use of property.

The tenant did not attend the hearing.

### Issue(s) to be Decided

Has the tenant been served? If so, has the tenancy ended as a result of the Notice?

### Background and Evidence

The rental unit is a basement suite. There is no written tenancy agreement. According to the landlord the tenancy started six or seven years ago. The monthly rent is \$400.00, due on the first of each month, in advance. No security deposit was paid.

The landlord testified that he served the tenant with the application and notice of this hearing by registered mail. Canada Post records show that the registered mail was sent April 30, 2015 and that it is "on hold at recipient's request."

The "recipient" is the tenant. I find that the tenant has been duly served with the application and notice of hearing, in accordance with s. 89 of the *Residential Tenancy Act* (the "Act").

The landlord testifies that he served the tenant with a two month Notice to End Tenancy based on the claim that a purchaser has requested in writing that the landlord/vendor give vacant possession premises. He says he served the tenant with the Notice by registered mail sent around March 5, 2015 with an effective date in the Notice shown as March 5, 2015. He says that he had a discussion with the tenant in April 2015 during which the tenant acknowledged that he'd received the Notice but stated he received it

fifteen days late and, in any event, would not comply. On this evidence I find that the tenant was served with the Notice in March 2015.

That effective date to end the tenancy shown in the Notice is not a permitted date for a two month Notice to End Tenancy under s. 49 of the *Act* but the *Act* provides that such a Notice is automatically corrected to the earliest lawful date. The earliest lawful date to end the tenancy in these circumstances would have been May 31, 2015.

The landlord reports that the tenant is still occupying the premises.

### Analysis

I find that as a result of the two month Notice this tenancy ended on May 31, 2015 and the landlord is entitled to an order of possession.

I grant the landlord recovery of the \$50.00 filing fee for this application.

### Conclusion

The landlord's application is allowed. There will be an order of possession and the landlord will have a monetary order against the tenant for \$50.00.

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: June 10, 2015

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Residential Tenancy Branch

