



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL

Introduction

This was a hearing with respect to the landlord's application 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 called in and participated in the hearing. The tenant did not attend, although he was served with the application and Notice of Hearing by registered mail sent on May 15, 2015.

Issue(s) to be Decided

Is the landlord entitled to an order for possession and if so, what should be the effective date of the order?

Background and Evidence

The rental unit is a house in Delta. The tenancy commenced as a fixed term tenancy in March 2012 and it was renewed for a further fixed term, but thereafter, since March 31, 2014, it has proceeded on a month to month basis.

On April 29, 2015 the landlord personally served the tenant with a two month Notice to End Tenancy for landlord's use. The Notice required the tenant to move out of the rental unit by June 30, 2015. The reason for the Notice to End Tenancy is that the landlord intends to occupy the rental unit.

The tenant did not apply to dispute the Notice to End Tenancy, but he wrote a letter to the landlord to say that he could not accept the Notice and would not move because of his health problems. The tenant later said in an e-mail message that he would: "turn over possession in August". He went on to say that he would continue to pay the utilities until noon on August 1, 2015. The landlord wrote to the tenant on June 12,

2015. She said that: "The 2 month Notice to end tenancy given to you on April 29th, 2015, effective date to move out has been extended to August 1st 12 noon."

Analysis

Section 49(8) of the *Residential Tenancy Act* provides that a tenant may dispute a Notice to End Tenancy for landlord's use by making an application for dispute resolution within 15 days after the date the tenant receives the Notice. A tenant who does not make an application within the time provided 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 tenant did not apply to dispute the Notice to End Tenancy. The landlord consented to extend the effective date of the Notice to End Tenancy to August 1, 2015 and I find that the landlord is entitled to an order for possession effective that day.

Conclusion

The tenancy will end on August 1, 2015. I grant the landlord an order for possession effective August 1, 2015, after service upon the tenant. This order may be filed in the Supreme Court and Enforced as an order of that court.

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 02, 2015

Residential Tenancy Branch

