



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

OPL

### **Introduction**

This hearing was convened in response to an application by the landlord for an Order of Possession in relation to an undisputed Two Month Notice to End Tenancy for Landlord's Use of Property (the Notice) dated April 13, 2015 with an effective date (automatically adjusted) of June 30, 2015. Only the landlord attended the hearing and participated with their document evidence and their testimony. I accept the landlord's evidence that they served the tenant with the Notice of Hearing package on 2 occasions by registered mail on July 04 and July 17, 2015, and that on both occasions the evidence is that the tenant was left a card of attempted delivery by the Post Office stating they could pick up the registered mail, but the mail was unclaimed. I find the tenant was served with notice of this hearing in accordance with Section 89 of the Act.

### **Issue(s) to be Decided**

Is the landlord entitled to an Order of Possession?

### **Background and Evidence**

The undisputed testimony is that the tenancy started in December 2011 as a verbal agreement. Rent was originally established by the parties at \$720.00 per month to be paid by bank transfer. The landlord mailed to the tenant a Notice to End for Landlord's use of property on April 13, 2015 sent by Canada Post Xpresspost for which the landlord provided proof they sent the mail and that it was delivered April 16, 2015. The landlord claims they had at least one conversation with the tenant in the week prior to the effective date of the Notice to End in which it was evident to the landlord that the tenant was not vacating. The landlord has not received any indication the tenant filed an application for Dispute Resolution within 15 days of receiving the Notice to End disputing the Notice. The tenant resides in the rental unit to this date.

### **Analysis**

**Section 55** of the Act, in part, states as follows:

**Order of possession for the landlord**

**55(2)** A landlord may request an order of possession of a rental unit in any of the following circumstances by making an application for dispute resolution:

- (a) a notice to end the tenancy has been given by the tenant;
- (b) a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired;

Based on the landlord's evidence I find that the tenant was served with a Notice to End tenancy for landlord's use of property and I find the notice to be valid. The tenant did not apply for Dispute Resolution to dispute the notice within the 15 days prescribed by the Act to do so, and as stipulated in the Notice to End, and is therefore conclusively presumed to have accepted that the tenancy would end on the effective date of the notice – June 30, 2015, and has not vacated. Based on the above facts I find that the landlord is entitled to an **Order of Possession**. As the effective date of the Notice has passed, I find the landlord is entitled to an Order effective immediately.

**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: September 01, 2015

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Residential Tenancy Branch

