



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution wherein the Landlord sought an Order of Possession based on a 2 Month Notice to End Tenancy for Landlord's Use issued on September 17, 2015 (the "Notice").

Only the Landlord, and her son, appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified that she personally served the Tenant with the Notice of Dispute Resolution Hearing and Application for Dispute Resolution on October 28, 2015. I accept the Landlord's undisputed testimony that the Tenant was served with Notice of the Hearing and proceeded with the hearing despite his absence.

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

1. Is the Landlord entitled to an Order of Possession?

Background and Evidence

Introduced in evidence was a copy of the Residential Tenancy Agreement which indicated the following: the tenancy began on May 1, 2015; monthly rent was payable in the amount of \$775.00 per month; and, the Tenant paid a \$387.50 security deposit.

On September 17, 2015 the Landlord issued the Notice which had an effective date of November 30, 2015. Introduced in evidence was a copy of the Proof of Service--Notice to End Tenancy which confirmed that the Tenant was personally served on September 17, 2015. This service was witnessed by the Landlord's niece who signed the Proof of Service.

The Notice informed the Tenant that the Tenant had fifteen days from the date of service to dispute the Notice by filing an Application for Dispute Resolution. The Landlord testified that the Tenant failed to make an application to dispute the Notice.

Analysis

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

The Tenant did not apply to dispute the Notice and is therefore conclusively presumed under section 49(8) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the Landlord is entitled to an Order of Possession effective **two days** after service on the Tenant. This Order may be filed in the Supreme Court and enforced as an Order of that Court.

Conclusion

The Tenant failed to dispute the Notice and is conclusively presumed to accept the end of the tenancy. The Landlord is entitled to an Order of Possession effective two days after service.

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: December 22, 2015

Residential Tenancy Branch

