



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, FF

Introduction

This was a hearing with respect to the landlords' 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 named landlord attended with her translator. The tenant did not attend although served with the application and Notice of Hearing sent by registered mail to his address at the rental unit on December 15, 2015.

Issue(s) to be Decided

Are the landlords entitled to an order for possession and if so, when should it be effective?

Background and Evidence

The rental unit is an upstairs suite in the landlords' house in Vancouver. There is no written tenancy agreement. The tenancy began approximately 10 years ago. The current monthly rent is \$750.00

The landlords served the tenant with a two month Notice to End Tenancy for landlord's use on November 24, 2015, by placing a copy of the Notice to End Tenancy in the tenant's mailbox at the rental unit. The Notice to End Tenancy required the tenant to move out of the rental unit on or before January 31, 2016. The reason for the Notice to End Tenancy is that the landlord has all the permits or approvals necessary to repair the rental unit in a manner that requires the rental unit to be vacant.

The tenant did not apply to dispute the Notice to End Tenancy, but he has refused to move out of the rental unit.

Analysis

Sections 49 (8) and (9) of the *Residential Tenancy Act* provided that a tenant who receives a two month Notice to End Tenancy for landlord's use may dispute the Notice by making an application for dispute resolution within 15 days after he receives the Notice. If the tenant does not apply to dispute the Notice to End Tenancy within the prescribed time, he is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and he must vacate the rental unit by that date.

I accept the landlord's evidence that the tenant was served with the Notice to End Tenancy on November 24, 2015 by leaving a copy in his mailbox. He is deemed to have received the Notice on November 27, 2015. The tenant did not apply to dispute the Notice to End Tenancy and he is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice, which was January 31, 2016.

Conclusion

The effective date of the Notice to End Tenancy has passed and the landlords are 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. The landlords are entitled to recover the \$50.00 filing fee for this application and they may retain the said sum from the tenant's security deposit.

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: February 03, 2016

Residential Tenancy Branch

