



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Natt Brothers Homes Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPL

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession for landlord's use of property.

Two agents for the landlord company attended the conference call, both of whom gave affirmed testimony. One of the agents was assisted by the other with respect to a language barrier. However the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant attended the call. The landlord's agent testified that the tenant was served with the Landlord Application for Dispute Resolution and notice of this hearing by registered mail on April 5, 2016, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

The tenant attended the hearing 28 minutes after the scheduled time, and after all testimony had been heard by the landlord's agents. The tenant advised that she mis-read the notice of hearing believing that the hearing was scheduled for 11:30 a.m. as opposed to 11:00 a.m.

Issue(s) to be Decided

Is the landlord entitled under the *Residential Tenancy Act* to an Order of Possession for landlord's use of property?

Background and Evidence

The second agent of the landlord testified that this month-to-month tenancy began on September 15, 2014 and the tenant still resides in the rental unit. Rent in the amount of

\$2,200.00 per month is payable in advance on the 1st day of each month. The landlord's agent is unsure if there are any rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$1,100.00 which is still held in trust by the landlord, and no pet damage deposit was collected.

The landlord's agent further testified that he personally served the tenant with a 2 Month Notice to End Tenancy for Landlord's Use of Property on November 11, 2015. A copy has been provided, and it is dated November 11, 2015 and contains an effective date of vacancy of January 15, 2016. The reason for issuing it states: "The landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant."

The tenant has not served the landlord with an application disputing the notice, the tenant has not vacated the rental unit, and the landlord seeks an Order of Possession.

The landlord is also content with an effective date of vacancy of July 1, 2016.

The tenant advised, however not under affirmation, that she received the 2 Month Notice to End Tenancy for Landlord's Use of Property and did not file an application for dispute resolution disputing the notice.

Analysis

The *Residential Tenancy Act* states that once served with a 2 Month Notice to End Tenancy for Landlord's Use of Property, the tenant has 15 days to dispute the notice by filing and serving to the landlord an application for dispute resolution. If the tenant fails to do so, the tenant is conclusively presumed to have accepted the end of the tenancy.

I have reviewed the notice, and I find that it is in the approved form and contains information required by the *Act*, however the landlord's agent testified that rent is payable on the 1st day of each month, and therefore, pursuant to the *Act*, the effective date of vacancy ought to read January 31, 2016. The tenant has not disputed the notice and has not moved out of the rental unit by the effective date, and I find that the tenant is conclusively presumed to have accepted the end of the tenancy, and the landlord is entitled to an Order of Possession.

Since the parties have agreed, I grant the Order of Possession effective July 1, 2016.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective July 1, 2016 at 1:00 p.m.

This order is final and binding and may be enforced.

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: May 06, 2016

Residential Tenancy Branch