



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**    OPL   FF

### **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 March 12, 2016 with an effective date of May 15, 2016. The landlord further requests recovery of the filing fee. Both the landlord and the tenant participated in the hearing; each acknowledging receiving the evidence of the other as also provided to this hearing. Both parties were given opportunity to be heard and each participated with their testimony. The parties were also given opportunity to mutually resolve their dispute to no avail.

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

Is the Notice to End Tenancy valid in compliance with Section 52 of the Act?

Is the Landlord entitled to an Order of Possession?

Is the landlord entitled to recover the filing fee?

### **Background and Evidence**

The following is relevant and undisputed by the parties. The tenancy began in July 2014. Rent in the amount of \$1332.00 is payable in advance on the fifteenth (15) day of each month. At the outset of the tenancy, the landlord collected a security deposit and a pet damage deposit from the tenant which the landlord retains in trust. The landlord testified that on March 12, 2016 they personally served the Tenant with a 2 Month Notice to End Tenancy for Landlord's Use (the "Notice"). The parties concurred the effective date stated on the Notice as May 15, 2016 pursuant to Section 49(2) of the

Act. The Tenant did not file an application to dispute the Notice within the legislated time to do so and has not moved out of the unit.

The tenant testified they desire vacating the unit but have not yet found alternate accommodations. Following the effective date stated on the Notice the tenant determined to dispute the Notice, in addition to other matters in dispute: filing an application May 30, 2016. The tenant now claims the landlord's motive for ending the tenancy is not in good faith. The tenant's application is purportedly set down for a future hearing. The landlord testified they have done what is required of them in accordance with the Act and seek an end to the tenancy.

### **Analysis**

I find **Section 49** of the Act requires that upon receipt of a Notice to End Tenancy for Landlord's Use of Property, the tenant has the right, within fifteen (15) days of receiving the notice, to dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant does not dispute the Notice, the tenant is conclusively presumed by the Act to have accepted that the tenancy ends on the effective date of the Notice *and must* vacate the unit by that date.

I find the landlord served the tenant with their 2 Month Notice to End no later than March 13, 2016, with a stated effective date of May 15, 2016, and I find the Notice is in compliance with Section 49(2) and Section 52 of the Act, and *is valid*.

It must be noted that **Section 66(3)** of the Act states that the Director *must not* extend a time limit to make an application for dispute resolution to dispute a Notice to End a tenancy beyond the effective date of the notice.

**Section 55(2)(b)** of the Act provides that a landlord may request an Order of Possession of a rental unit by making an application for dispute resolution where a Notice to End the tenancy has been given by the landlord, and 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 evidence I find that the tenant was served in accordance with the Act with a valid Notice to End. The tenant did not and has not disputed the Notice in accordance with the Act and has not moved out of the unit. As a result, I find the Landlord is entitled to an Order of Possession. As the effective date of the Notice has past, the landlord is entitled to an **Order of Possession** effective 2 days from the day it is served on the tenant. As the landlord has been successful in their application they are further entitled to recover their filing fee.

### **Conclusion**

**I grant an Order of Possession to the Landlord effective 2 days from the day the tenant is served the Order.** The tenant must be served with this Order of Possession, If necessary, 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.

**I Order** the landlord may deduct **\$100.00** from the tenant's security deposit in satisfaction of the filing fee.

**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: June 15, 2016

---

Residential Tenancy Branch