



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPL, FF

### Introduction

On October 13, 2016, the Landlord submitted an Application for Dispute Resolution requesting an order of possession based on a 2 Month Notice to End Tenancy for Landlord Use of Property; and to recover the filing fee for the Application.

The matter was set for a conference call hearing. The Landlord's agent ("the Landlord") attended the hearing; however, the Tenant did not.

The Landlord testified that the Tenant was served the Notice of Hearing using Canada Post Registered Mail on October 20, 2016. The Landlord provided a copy of the Registered Mail receipt showing the mail was sent to the Tenant at the dispute address. The Landlord testified that the mail was returned to the Landlord as unclaimed. I find that the Tenant is deemed served with the Notice of Hearing in accordance with sections 89 and 90 of the Act.

The Landlord provided affirmed testimony and was provided the opportunity to present her evidence, orally and in written and documentary form, and make submissions to me.

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.

### Issues to be Decided

- Is the Landlord entitled to an order of possession?

### Background and Evidence

The Landlord testified that the tenancy began on July 1, 2014, as a month to month tenancy. Rent in the amount of \$1,150.00 is payable on the first of each month. The Tenant paid the Landlord a security deposit in the amount of \$587.50.

The Landlord issued the Tenant a 2 Month Notice To End Tenancy For Landlord's Use Of Property, dated September 1, 2016, ("the Notice"). The Landlord served the Tenant in person on September 9, 2016. The reason for ending the tenancy on the 2 month Notice 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 2 Month Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 15 days after it is assumed to be received by filing an Application for Dispute Resolution at the Residential Tenancy Branch. If a Tenant does not file an Application within 15 days, the Tenant is presumed to accept that the tenancy is ending and must move out of the rental unit by the date set out on page 1 of the Notice. If the Tenant does not file an Application, move or vacate, the Landlord can apply for an Order of Possession that is enforceable through the court.

The Landlord testified that the Tenant is in the process of moving out but there are still possessions left in the rental unit. The Landlord is requesting an order of possession.

### Analysis

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

The Tenant did not attend the hearing and is deemed to have been served with the Notice Hearing. The Tenant was served a 2 Month Notice To End Tenancy For Landlord's Use Of Property on September 9, 2016.

The Tenant did not dispute the 2 month Notice by filing an Application for Dispute Resolution within 15 days of receiving the Notice.

I find that the Landlord is entitled to an order of possession effective two (2) days after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Tenant has not moved out of the rental unit on or before the effective date of the 2 Month Notice, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

### Conclusion

The Tenant did not dispute the 2 Month Notice To End Tenancy For Landlord's Use Of Property dated October 1, 2016.

The Tenant has not moved out of the rental unit. I grant the Landlord an order of possession effective two (2) days after service on the Tenant. The Tenant must be served with the order of possession.

The Landlord is granted a monetary order in the amount of \$100.00 for the cost of the filing fee.

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 07, 2016

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Residential Tenancy Branch