



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, OPT,

Introduction

On February 10, 2017, the Tenant submitted an Application for Dispute Resolution asking to cancel a 2 Month Notice to End Tenancy for Landlord Use of Property (the Two Month Notice) and that the Landlord comply with the Act, Regulation, or tenancy agreement..

The matter was set for a conference call hearing. The Landlords attended the hearing; however the Applicant / Tenant did not. The Landlords provided affirmed testimony and were provided the opportunity to present their 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

- Should the 2 Month Notice to End Tenancy be cancelled?
- Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlords testified that the tenancy began on May 1, 1999, and is a month to month tenancy. Rent in the amount of \$568.00 is to be paid on the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$212.50.

The Landlord testified that he issued the Tenant a 2 Month Notice To End Tenancy For Landlord Use of Property dated February 8, 2017. The reason for ending the tenancy in the 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.

The effective date of the 2 Month Notice is April 30, 2017.

The Tenant disputed the 2 Month Notice on February 10, 2017, but failed to attend the hearing. The line remained open while the phone system was monitored for 14 minutes and the Tenant did not call into the hearing during this time.

Analysis

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

The Tenant disputed the Notice on February 10, 2017, which is within the required timeframe to dispute the Notice.

The Tenant failed to attend the hearing. I dismiss the Tenant's Application to cancel the 2 Month Notice to End Tenancy For Landlord's Use Of Property dated February 8, 2017.

Under section 55 of the Act, when a Tenant's Application to cancel a notice to end tenancy is dismissed and I am satisfied that the notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the Notice complies with the requirements regarding form and content and I find that the Landlord is entitled to an order of possession effective by 1:00 p.m. on April 30, 2017, 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's Application to cancel the 2 Month Notice To End Tenancy For Landlord's Use Of Property dated February 8, 2017, is dismissed.

I grant the Landlord an order of possession effective by 1:00 p.m. on April 30, 2017.
The Tenant must be served with the order of possession.

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: March 14, 2017

Residential Tenancy Branch