



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the "2 Month Notice") pursuant to section 49;

The tenant and landlord attended the hearing. At the outset of the hearing, each party confirmed that they had received the other party's evidence. As neither party raised any issues regarding service of the application or the evidence, I find that both parties were duly served with these documents in accordance with sections 88 and 89 of the *Act*. Both parties were given full opportunity to give affirmed testimony and present their evidence.

### Issue(s) to be Decided

Should the landlord's 2 Month Notice be cancelled? If not, is the landlord entitled to an order of possession?

### Background and Evidence

The landlord testified that he served the tenant with the landlord's 2 Month Notice, dated January 31, 2017 on the same date, by way of posting to the rental unit door where the tenant resides. The effective move-out date on the 2 Month Notice is April 1, 2017. The tenant testified that she received the 2 Month Notice on January 31, 2017. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the 2 Month Notice on January 31, 2017 as testified by the tenant.

The grounds to end the tenancy cited in that 2 Month Notice were;

- The landlord has all the necessary permits and approvals required by law to demolish the rental unit, or renovate or repair the rental unit in a manner that requires the rental unit to be vacant
- The tenant no longer qualifies for the subsidized rental unit

The landlord testified that he is going to repair the basement and bathroom.

### Analysis

Section 49 of the *Act* provides that upon receipt of a notice to end tenancy for landlord's use of property the tenant may, within 15 days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant does not file an application, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice and must move out of the rental unit.

Although the tenant filed an application to dispute the 2 Month Notice, the tenant did not file the application within 15 days. The 2 Month Notice was duly served January 31, 2017 which allowed the tenant until February 15, 2017 to file her application. The tenant filed her application on February 17, 2017, two days after the allowable time.

Section 52 of the *Act* provides that a notice to end tenancy from a landlord must be in writing and must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form. Based on the 2 Month Notice before me, I find the tenant was served with an effective notice.

In the absence of an application for more time and for the reasons stated above, I find that the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice, and must move out of the unit. I find that the landlord is entitled to an order of possession effective April 1, 2017.

### Conclusion

The tenant's application is dismissed without leave to reapply.

I grant an order of possession to the landlord **effective at 1:00 p.m. on April 1, 2017.**

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 17, 2017

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Residential Tenancy Branch