



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPL

### Introduction

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

One of the landlords attended the hearing, gave affirmed testimony and also represented the other landlord. 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 joined the call. The landlord testified that the tenant was served with the Landlord's Application for Dispute Resolution and notice of this hearing by registered mail on March 16, 2017 and has provided a copy of a Canada Post cash register receipt bearing that date as well as a Registered Domestic Customer Receipt, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

### 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 landlord testified that this fixed term tenancy began on July 1, 2016 and expired on December 31, 2016 thereafter reverting to a month-to-month tenancy. The tenant still resides in the rental unit from time-to-time but has also sub-let with the landlord's permission.

Rent in the amount of \$2,000.00 per month is payable on the 1<sup>st</sup> day of each month and there are no rental arrears. The landlords did not collect a security deposit or a pet damage deposit from the tenant. The rental unit is a house with a basement suite, and a copy of the tenancy agreement has been provided.

The landlord further testified that on February 23, 2017 he served the tenant with a Two Month Notice to End Tenancy for Landlord's Use of Property, a copy of which has been provided. It is dated February 23, 2017 and contains an effective date of vacancy of April 30, 2017. The reason for issuing it states: "The landlord has all 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 landlord served it by hand delivering a copy to the tenant, mailing a copy to the tenant's residence by registered mail, attaching a copy to the door of the rental unit, and by leaving a copy in the mail box, to be sure that it was correctly served. A Proof of Service document has also been provided setting out all of those methods of service, and is signed as being received on February 24, 2017 by the tenant. Also provided are a Canada Post cash register receipt dated February 23, 2017 and a Registered Domestic Customer Receipt.

The landlords have expiry dates with respect to renovating or demolishing the rental unit and need the rental unit to be vacant to prevent having to obtain other permits, and seek an Order of Possession effective April 30, 2017. The landlords did not collect rent for the month of April, 2017, and the tenant has advised the landlord that the tenant does not take issue with moving out by the end of April, and this application is "just in case." As a result, the landlords do not seek to recover the filing fee for the cost of this application.

The tenant has not served the landlords with an application for dispute resolution disputing the Two Month Notice to End Tenancy for Landlord's Use of Property.

### Analysis

The *Residential Tenancy Act* states that a tenant who is served with a Two Month Notice to End Tenancy for Landlord's Use of Property has 15 days to dispute it by filing and serving the landlord with an application for dispute resolution. If the tenant does not dispute the notice, the tenant is conclusively presumed to have accepted the end of the tenancy and must move out of the rental unit.

I accept the undisputed testimony of the landlord that the tenant was served with the notice on February 24, 2017 personally. I have reviewed the notice and I find that it is in the approved form and contains information required by the *Act*. The landlords have not been served with an application for dispute resolution disputing it, and I have no such application before me. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy and the landlords are entitled under the *Act* to an Order of Possession effective at 1:00 p.m. on April 30, 2017.

### Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlords effective April 30, 2017 at 1:00 p.m. and the tenancy will end at that time.

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: April 13, 2017

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Residential Tenancy Branch