



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, FF

Introduction

On March 20, 2017, the Landlord submitted an Application for Dispute Resolution requesting an order of possession.

The matter was set for a conference call hearing. The Landlord appeared at the hearing; however, the Tenant did not. The Landlord testified that on March 23, 2017, he personally served the Tenant with the Notice of Hearing. The Landlord testified that he also sent the Notice of Hearing to the Tenant using Canada Post Registered Mail. The Landlord provided a proof of service document in which a witness confirms that the Landlord served the Notice of Hearing to the Tenant on March 23, 2017. I find that the Tenant was served with the Notice of Hearing in accordance with section 89 and 90 of the Act.

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

I have reviewed all oral and written evidence before me. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

- Is the Landlord entitled to an order of possession based on the issuance of a 2 Month Notice To End Tenancy?

Background and Evidence

The Landlord testified that the tenancy began in April 2015. The Tenant is to pay rent in the amount of \$700.00 per month. The Tenant paid the Landlord a security deposit of \$350.00.

The Landlord testified that he served the Tenant a 2 Month Notice To End Tenancy For Landlord's Use Of Property dated February 25, 2017 ("the 2 Month Notice"). The

Landlord testified that he served the 2 Month Notice to the Tenant in person on February 25, 2017. The Landlord provided a proof of service document in which a witness confirms that the Landlord served the 2 Month Notice to the Tenant on February 25, 2017.

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 Tenant did not attend the hearing and there is no evidence that the Tenant disputed the 2 Month Notice.

The Landlord testified that he is seeking an order of possession because he is concerned that the Tenant will not vacate the rental unit on the effective date of the 2 Month Notice.

The Landlord testified that the Tenant recently asked the Landlord if he really wants her to move out. The Landlord testified that the Tenant has not cashed a cheque he gave to her a month earlier on March 22, 2017, as compensation for the 2 Month Notice.

Analysis

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

The Tenant was served with the Notice of Hearing and failed to attend the hearing. The Tenant received the 2 Month Notice and did not dispute the notice by filing for dispute resolution.

I find that the Tenant is presumed to have accepted that the tenancy is ending and must move out of the rental unit by the date set out on page 1 of the 2 Month Notice.

I find that the Landlord is entitled to an order of possession effective no later than 1:00 pm on May 1, 2017, after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I grant the Landlord the cost of the filing fee. I authorize the Landlord to retain the amount of \$100.00 from the Tenant's security deposit.

Conclusion

The Landlord is granted an order of possession effective May 1, 2017, after service on the Tenant.

The Landlord is authorized to retain \$100.00 from the Tenant's security deposit for the cost of the Application.

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 20, 2017

Residential Tenancy Branch