



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, FF

Introduction

On May 30, 2017, the Landlord submitted an Application for Dispute Resolution requesting an order of possession based on issuance of a 2 Month Notice to End Tenancy for Landlord Use of Property ("the Two Month Notice").

The matter was set for a conference call hearing. The Landlord appeared at the hearing; however, the Tenant did not. The Landlord provided affirmed testimony that he served the Tenant with the Notice of hearing in person on May 31, 2017. I find that the Tenant was served with the Notice of Hearing in accordance with section 89 of the Act.

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.

Issue to be Decided

- Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord testified that the tenancy began in April 2013, as a month to month tenancy. Rent in the amount of \$700.00 is to be paid on the last day of each month. The Tenant paid the Landlord a security deposit in the amount of \$350.00.

The Landlord issued the Tenant a 2 Month Notice To End Tenancy for Landlord's Use of Property dated May 12, 2017. The Landlord testified that he served the Tenant with the 2 Month Notice in person on May 12, 2017.

The reason for ending the tenancy in the 2 Month Notice states:

The rental unit will be occupied by the Landlord or the Landlord's spouse or a close family member of the Landlord or the Landlord's spouse.

The effective date shown on the 2 Month Notice is July 15, 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.

There is no evidence before me that the Tenant disputed the 2 Month Notice.

The Landlord testified that he wants an order of possession because he is not confident that the Tenant will move out on the effective date of the 2 Month Notice.

Analysis

Pursuant to section 49 (6) of the Act, 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.

Under section 55 (2)(b) of the Act, 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.

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

The Tenant received the 2 Month Notice on May 12, 2017, and did not dispute the Notice within 15 days. Pursuant to section 49 (6) of the Act, I find that the Tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice.

Pursuant to section 53 of the Act, the effective date of the 2 month notice automatically corrects to be July 31, 2017.

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 at 1:00 pm on July

31, 2017. 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. I decline an order for the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. There is no evidence before me that the Tenant is not planning to accept the 2 Month Notice and vacate the rental unit on the effective date of the Notice.

Conclusion

The Landlord's request for an order of possession based on the issuance of a 2 Month Notice To End Tenancy For Landlord's Use Of Property dated May 12, 2017, is granted.

The Tenant received the 2 Month Notice and did not dispute the Notice.

I grant the Landlord an order of possession effective at 1:00 pm on July 31, 2017, after service on the Tenant. 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: June 16, 2017

Residential Tenancy Branch