



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPL

Introduction

This matter dealt with an application by the Landlord for an Order of Possession.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the “hearing package”) by posting the package on the door of the Tenant’s unit on June 6, 2017. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded with both the Landlord and the Tenant in attendance.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?

Background and Evidence

This tenancy started on December 1, 2016 a month to month tenancy. Rent is \$650.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$300.00 at the start of the tenancy.

The Landlord said just purchased the property and the previous owners gave the tenant a 2 Month Notice to End Tenancy for Landlord’s Use of the Property dated March 31, 2017 with an effective vacancy date of May 30, 2017. The Landlord also submitted a letter to the Tenant indicating the new owner was moving in to the property and required the Tenant to move out. The Landlord said he has purchased the property and the Tenant will not move out. The Landlord requested an Order of Possession for as soon as possible.

The Tenant said he received the 2 Month Notice to End Tenancy for Landlord’s Use of the Property and he did not dispute it. The Tenant continued to say he has no place to go and he has no money. The Tenant asked if he could have more time to move out. The Tenant said if he is evicted he will be on the streets.

The Landlord said the Tenant had 3 months to find a new place to live and he is not willing to grant the Tenant any more time. The Landlord said he wants to move in and he is requesting an Order of Possession for as soon as possible.

Analysis

Section 49 (5) says a landlord may end a tenancy by giving a 2 month notice to end tenancy if the property is sold and the new owner intends to occupy the unit.

Section 49 (8) of the Act states that **within 15 days of receiving** a Notice to End Tenancy for Landlord's Use of the Property, a Tenant may apply for dispute resolution. If the Tenant fails to do this, then under section 49 (9) of the Act, they are conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and they must vacate the rental unit at that time.

Under s. 90 of the Act, the Tenant is deemed to have received the Notice to End Tenancy on the day it was served, or on March 31, 2017. Consequently, the Tenant would have had to apply to dispute the Notice by April 15, 2017.

I find that the Tenant has not applied for dispute resolution. Consequently, I find pursuant to s. 55(2)(b) of the Act that the Landlord is entitled to an Order of Possession to take effect 48 hours after service of it on the Tenant.

Conclusion

An Order of Possession effective 2 days after service of it on the Tenant has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Order of Possession may be enforced in the Supreme Court of British Columbia.

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 26, 2017

Residential Tenancy Branch