



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPL MNR

Introduction

This hearing was convened in response to an application by the landlord for an Order of Possession in relation to an undisputed Two Month Notice to End Tenancy for Landlord's Use of Property (the Notice) dated May 15, 2017 with an effective date of July 31, 2017. The landlord further requests unpaid rent for June 2017 in the amount of \$550.00.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by registered mail sent June 03, 2017 in accordance with Section 89 of the *Residential Tenancy Act* (the Act) the tenant did not participate in the conference call hearing. I find that pursuant to Section 90 of the Act the tenant is deemed served June 08, 2017. The landlord was given full opportunity to be heard, to present evidence and to make submissions. The landlord testified they provided all of the evidence provided to this hearing to the tenant.

Issue(s) to be Decided

Is the Notice to End Tenancy valid in compliance with Section 52 of the Act?

Is the Landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amount claimed?

Background and Evidence

The following is relevant and undisputed. I have benefit of a copy of the tenancy agreement. The tenancy began February 01, 2017. Monthly rent in the amount of \$550.00 is payable in advance each month on the 30th as the first day of the rental

period. The landlord testified that on May 15, 2017 they personally served the Tenant with a 2 Month Notice to End Tenancy for Landlord's Use (the "Notice") containing an effective date of July 31, 2017. The landlord has not been served with notice the tenant has filed to dispute the notice to date within the legislated time to do so. The landlord testified they have done what is required of them in accordance with the Act and seek an Order of Possession pursuant to an undisputed Notice to End tenancy.

The landlord further provided evidence the tenant did not pay the rent when due on May 30, 2017 for the period of May 30 to June 29, 2017 as prescribed by the parties' tenancy agreement. Therefore the landlord gave the tenant a 10 Day Notice to End for unpaid rent on June 01, 2017. The landlord also provided evidence the tenant paid the overdue rent on June 02, 2017. The landlord testified confirming that for the period of June 30 to the effective date of the Notice to End, July 31, 2017, the tenant is not obligated to pay rent as compensation for the 2 Month Notice.

Analysis

I find **Section 49** of the Act requires that upon receipt of a Notice to End Tenancy for Landlord's Use of Property, the tenant has the right, within fifteen (15) days of receiving the notice, to dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant does not dispute the Notice, the tenant is conclusively presumed by the Act to have accepted that the tenancy ends on the effective date of the Notice *and must* vacate the unit by that date.

I find the landlord served the tenant with their 2 Month Notice to End on May 15, 2017 with an effective date of July 31, 2017 and I find the Notice is in compliance with Section 49 and Section 52 of the Act, and *is valid*.

Section 55(2)(b) of the Act provides that a landlord may request an Order of Possession of a rental unit by making an application for dispute resolution where a Notice to End the tenancy has been given by the landlord, and the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired.

Based on the evidence I find that the tenant was served in accordance with the Act with a valid Notice to End. The tenant did not and has not disputed the Notice in accordance with the Act. As a result, I find the Landlord is entitled to an Order of Possession for the effective date of the Notice, July 31, 2017.

In respect to the landlord's claim for unpaid rent for June 2017 I find that the landlord has provided evidence that the tenant has indeed paid the rent for the period of May 30 to June 29, 2017. I find that the normally payable rent for the period to the date of the Order of Possession has been determined by the parties as the tenant's compensation and not payable. As a result, I find the landlord is not due any unpaid rent and this portion of the application is dismissed.

Conclusion

I grant an Order of Possession to the Landlord effective July 31, 2017. The tenant must be served with this Order of Possession, If necessary, should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The landlord's monetary claim is dismissed.

This Decision is final and binding.

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: July 19, 2017

Residential Tenancy Branch