



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL

Introduction

This was the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for an order of possession based on a 2 Month Notice to End Tenancy for Landlord's Use of Property dated June 27, 2017 (the "2 Month Notice").

Both the landlord and the tenant attended the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the submissions of the other party.

Service of the landlord's application and notice of hearing was not at issue.

Issue(s) to be Decided

Is the landlord entitled to an order of possession based on the 2 Month Notice?

Background and Evidence

It was agreed that this tenancy began in or around August of 2012 and that there is no written tenancy agreement. Rent is \$1,800.00 and due on the first of the month. No security deposit was paid. The landlord was reminded that he is responsible for having a tenancy agreement.

It was also agreed that the tenant received this 2 Month Notice on June 27, 2017. Although the tenant advised that he received another 2 Month Notice to End Tenancy for Landlord's Use, which he successfully disputed, he conceded that he has not filed an application to dispute the 2 Month Notice under consideration today.

The landlord testified that the tenant has not paid rent for some months and that he may seek monetary compensation at a later date. The tenant advised that his own application for monetary compensation is scheduled for another date.

Analysis

Section 49(6) of the Act allows a landlord to end a month to month tenancy for certain reasons by giving notice to end the tenancy effective on a date not earlier than 2 months after the date the tenant receives the notice, and the day before the day in the month that rent is payable.

Section 49(9) states that, provided a notice complies with s. 52, a tenant who does not make an application for dispute resolution within 15 days of receipt of a notice to end tenancy, is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. I find that the landlords' 2 Month Notice complies with s. 52.

As set out above, the tenant was served with the 2 Month Notice on June 21, 2017 and did not apply to dispute it. The 2 Month Notice has an effective date of September 1, 2017. Accordingly, the tenant is conclusively presumed under the Act to have accepted that the tenancy will end on September 1, 2017, the effective date of the notice.

The tenant and anyone on the premises are required to vacate the premises by that date, and the landlord is entitled to an order of possession effective on that date.

Conclusion

The landlord's application is allowed.

I grant an order of possession to the landlord effective at **1:00 pm on September 1, 2017.**

Should the tenant or anyone on the premises fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act. Pursuant to s. 77, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: August 17, 2017

Residential Tenancy Branch