



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GREATER VICTORIA HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPL

Introduction

This hearing dealt with the landlord's application pursuant to section 55 of the *Residential Tenancy Act* (the *Act*) for an Order of Possession for landlord's use of the property.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:43 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

Landlord representative YB (the landlord) gave sworn testimony that she posted the 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) on the tenant's door on September 21, 2017. Landlord representative RM gave sworn testimony that he witnessed this posting. I am satisfied that the tenant was deemed served with the 2 Month Notice in accordance with section 88 and 90 of the *Act* on September 24, 2017, the third day after its posting.

The landlord gave undisputed sworn testimony that she sent the tenant a copy of the landlord's dispute resolution hearing package and written evidence package by registered mail on October 26, 2017. She provided the Canada Post Tracking Number to confirm this registered mailing. She said that the Canada Post Online Tracking System revealed that the tenant signed for receipt of this registered mailing on October 28, 2017. I am satisfied that the tenant was deemed served with the landlord's dispute resolution hearing and written evidence packages in accordance with sections 88, 89 and 90 of the *Act* on the fifth day after their registered mailing.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for landlord's use of the property?

Background and Evidence

This periodic tenancy for a suite in a 39-unit rental building began on August 1, 2008. The current monthly rent is set at \$300.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$126.00 security deposit paid when this tenancy began.

The landlord's 2 Month Notice, entered into written evidence by the landlord, identified the following reason for seeking an end to this tenancy:

- *The landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant...*

The landlord's 2 Month Notice was issued as the landlord has obtained a permit to demolish this rental building, a copy of which was also entered into written evidence by the landlord. The landlord also entered into written evidence a copy of a series of correspondence sent to tenants in this building extending over a 1 ½ year time frame advising them of the landlord's plans to demolish the rental building and assist them with relocating to other rental accommodations.

The landlord gave undisputed sworn testimony that the tenant did not apply to cancel the 2 Month Notice. She said that she understood that the tenant was planning to vacate his rental unit later on the day of the hearing and in accordance with the November 30, 2017 effective date identified on the landlord's 2 Month Notice. The landlord requested an Order of Possession to be used in the event that the tenant did not vacate the rental unit as planned. The landlord testified that the landlord has allowed the tenant to remain in the rental unit for the month of November without paying rent, as required when a landlord issues a 2 Month Notice.

Analysis

The tenant has not made application pursuant to section 49(8) of the *Act* within fifteen days of receiving the 2 Month Notice. In accordance with section 49(9) of the *Act*, the tenant's failure to take this action within fifteen days leads to the end of his tenancy on November 30, 2017, the effective date cited on the 2 Month Notice, provided I am satisfied the landlord has issued the 2 Month Notice in accordance with the provisions

of section 52 of the *Act* as to the form and content of that Notice. After reviewing the 2 Month Notice and the demolition permit issued by the municipality, I am satisfied that the landlord's 2 Month Notice is in order.

In the event that the tenant does not vacate the rental premises by November 30, as required in the landlord's 2 Month Notice, I find that the landlord is entitled to a 2 day Order of Possession. The landlord will be given a formal Order of Possession which must be served on the tenant in the event that the tenant does not vacate the rental unit by November 30. If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Conclusion

I allow the landlord's application and I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 30, 2017

Residential Tenancy Branch