



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPL

### Introduction

This hearing was scheduled to convene on May 9, 2018 at 1:30 p.m. by way of conference call concerning an application made by the landlord seeking an Order of Possession for landlord's use of property.

The landlord was represented at the hearing by an agent who gave affirmed testimony. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call. The landlord's agent testified that the tenant was served with the Landlord's Application for Dispute Resolution and notice of this hearing by registered mail on April 6, 2018 and was permitted to send to me evidence of such after the hearing had concluded. I have now received a Canada Post cash register receipt bearing that date and a tracking number, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

### Issue(s) to be Decided

Has the landlord established that the Two Month Notice to End Tenancy for Landlord's Use of Property was issued in accordance with the *Residential Tenancy Act*?

### Background and Evidence

The landlord's agent testified that this month-to-month tenancy began on September 1, 2016 and the tenant still resides in the rental unit. Rent in the amount of \$1,800.00 per month is payable on the 1<sup>st</sup> day of each month, and arrears have accumulated. The landlord did not collect a security deposit or a pet damage deposit from the tenant.

The landlord's agent further testified that the rental unit has sold and the landlord has provided a copy of a letter signed by a purchaser requesting that a notice to end the tenancy be issued so that the purchaser can move in.

The landlord served the tenant with a Two Month Notice to End Tenancy for Landlord's Use of Property (the Notice) on January 18, 2018 by posting it to the door of the rental unit. A copy of the first of 2 pages has been provided as evidence for this hearing. Also provided is a photograph showing clearly that 2 pages are posted to the door. The Notice is dated January 2, 2018 and contains an effective date of vacancy of April 1, 2018. The landlord's agent read to me the reason for issuing it: "All of the conditions for the sale of the rental unit have been satisfied and the purchaser has asked the landlord in writing to give this notice because the purchaser or a close family member intends in good faith to occupy the rental unit."

I permitted the landlord to submit both pages that were served after the hearing had concluded. I have now received both pages.

The landlord has not been served with an Application for Dispute Resolution by the tenant disputing the Notice.

### Analysis

The *Residential Tenancy Act* states that once served with a Two Month Notice to End Tenancy for Landlord's Use of Property, the tenant has 15 days to dispute it by filing and serving the landlord with an Application for Dispute Resolution. If the tenant fails to do so, the tenant is conclusively presumed to have accepted the end of the tenancy.

I have reviewed the Notice, and I find that it is in the approved form, and contains information provided by the *Act*. The landlord's agent testified that the landlord has not been served with an Application for Dispute Resolution by the tenant, and I have no such application before me. Therefore, I find that the tenant is conclusively presumed to have accepted the tenancy and the landlord is entitled to an Order of Possession.

Since the effective date of vacancy has passed, I grant the Order of Possession on 2 days notice to the tenant.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee, and I grant a monetary order as against the tenant in that amount.

### Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenant.

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Sections 67 and 72 of the *Residential Tenancy Act* in the amount of \$100.00.

This order is final and binding and may be enforced.

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: May 10, 2018

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Residential Tenancy Branch