



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GRAPPA INVESTMENTS CORPORATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      CNL OLC

### **Introduction**

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice"), pursuant to section 49; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

SM ("landlord") appeared as agent on behalf of the landlord in this hearing, and had full authority to do so. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The landlord confirmed receipt of the tenants' application for dispute resolution ('application') and evidence. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with the tenants' application and evidence. The landlord did not submit any written evidence for this hearing.

The tenants testified that they were personally served the 2 Month Notice, dated March 31, 2018, on April 1, 2018. The landlord's agent testified that the tenants were personally served on March 31, 2018 at 6:24 p.m. As the landlord did not provide any witness testimony or evidence to support that the tenants were served on March 31, 2018, I accept the tenants' testimony and find that the tenants were duly served on April 1, 2018, the date they testified to have received the 2 Month Notice.

### **Issues to be Decided**

Should the landlord's 2 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Are the tenants entitled to an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement?

### **Background and Evidence**

This month-to-month tenancy began in 2008, with monthly rent currently set at \$468.00, payable on the first day of the month. The landlord still holds a security deposit of \$225.00. The tenants continue to reside in the rental unit.

The landlord issued the 2 Month Notice, with an effective move-out date of March 31, for the following reason:

- 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 agent provided the following background for why they had decided to issue the 2 Month Notice. They testified that the 2 Month Notice was issued as the landlord intends to update the individual units. The landlord testified that no permits were necessary for the work that they planned to complete.

The tenants dispute the 2 Month Notice, stating that the landlord simply wished to evict them as their monthly rent is low. The tenants testified that the landlord did not have any permits in their possession.

### **Analysis**

Section 49 of the *Act* provides that upon receipt of a notice to end tenancy for landlord's use, the tenants may, within 15 days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. The tenants did not file their application until April 18, 2018, 17 days after April 1, 2018, the date the tenants testified as the date they were personally served the 2 Month Notice. I find that the tenants have failed to file their application for dispute resolution within the 15 days of service granted under section 49(8) of the *Act*. Accordingly, I find that the tenants are conclusively presumed under section 49(9) of the *Act* to have accepted that the tenancy will end on the corrected effective date of the 2 Month Notice, June 30, 2018.

In this case, this requires the tenants and anyone on the premises to vacate the premises by June 30, 2018. Accordingly, the tenants' application to cancel the 2 Month Notice is dismissed without leave to reapply.

Section 55(1) of the Act reads as follows:

**55** (1) *If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if*

*(a) the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy], and*

*(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.*

I find that the tenants were served with the 2 Month Notice to End Tenancy, and I find that the 2 Month Notice does comply with the form and content provisions of section 52 of the Act, which states that the Notice must: be in writing and must: (a) be signed and dated by the landlord or tenant giving the notice, (b) give the address of the rental unit, (c) state the effective date of the notice, (d) except for a notice under section 45 (1) or (2) [tenant's notice], state the grounds for ending the tenancy, and (e) when given by a landlord, be in the approved form.

As this tenancy is conclusively presumed to end on June 30, 2018, I find that the landlord is entitled to an Order of Possession against the tenants, pursuant to section 55 of the Act for June 30, 2018.

The landlord will be given a formal Order of Possession which must be served on the tenant(s). If the tenants do not vacate the rental unit by June 30, 2018, the landlord may enforce this Order in the Supreme Court of British Columbia.

As this tenancy will come to an end on June 30, 2018, and as the tenants did not provide sufficient evidence to support how the landlord failed to comply with the Act, regulation or tenancy agreement, the tenants' application for the landlord to comply with the Act is dismissed without leave to reapply.

### **Conclusion**

I dismiss the tenants' entire application.

I find that the landlord's 2 Month Notice is valid and effective as of June 30, 2018. I grant an Order of Possession to the landlord effective two **days after service of this**

**Order** on the tenant(s). Should the tenant(s) 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: June 19, 2018

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Residential Tenancy Branch