



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FFT

Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “Act”) to cancel a Two Month Notice to End Tenancy for Landlord’s Use of Property (the “Two Month Notice”) and for the recovery of the filing fee paid for this application.

The Landlord along with two family members acting as representatives called into the hearing (the “Landlord”), while no one attended for the Tenant during the approximately 13-minute hearing. The parties present at the hearing were affirmed to be truthful in their testimony.

The Landlord confirmed they received the Notice of Dispute Resolution Proceeding package from the Tenant, although stated that it did not include the call-in numbers needed for the hearing, nor the access code to enter evidence online. The Landlord called into the Residential Tenancy Branch to obtain this information. Evidence was submitted by the Landlord prior to the hearing, and they testified that a copy of the evidence was served to the Tenant in person on June 28, 2018.

Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* states that if a party does not attend the hearing, the hearing may continue in their absence or the application may be dismissed. As this hearing was based on a notice to end the tenancy, testimony was taken from the Landlord, despite the Tenant who filed this application not being present at the hearing.

Issue to be Decided

Should the Two Month Notice to End Tenancy for Landlord’s Use of Property be cancelled?

If the Two Month Notice to End Tenancy for Landlord's Use of Property is not cancelled, is the Landlord entitled to an Order of Possession?

Should the Tenant be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

Background and Evidence

The Landlord provided affirmed and undisputed testimony regarding the tenancy. The tenancy began in March 2011 at which time monthly rent was \$750.00. Current monthly rent is \$780.00, due by the first day of the month. A security deposit in the amount of \$375.00 was paid at the outset of the tenancy.

The Landlord provided testimony that their daughter will be moving into the rental unit, so they served the Tenant with a Two Month Notice to End Tenancy for Landlord's Use of Property. The Two Month Notice was signed on May 5, 2018 and posted to the Tenant's door on the same day. The effective end of tenancy date of the Two Month Notice is August 1, 2018.

The Landlord testified that when the Tenant attempted to pay rent for July 2018, they did not accept it, in order to provide one month of compensation in accordance with the *Act*.

Analysis

As the Tenant did not attend the hearing that was scheduled in response to an application filed by the Tenant, I dismiss this application without leave to reapply in accordance with Rule 7.3 of the *Rules of Procedure*.

Pursuant to Section 55(1) of the *Act*, if a tenant's application to cancel a notice to end tenancy is dismissed, and the notice complies with Section 52 of the *Act*, an Order of Possession must be granted to the Landlord.

The Two Month Notice was submitted into evidence by the Tenant and upon review, I find that the notice complies with Section 52 of the *Act*.

As the Landlord confirmed during the hearing that they require possession of the rental unit on August 1, 2018, as stated on the Two Month Notice, an Order of Possession will

be granted to the Landlord for this date. The Tenant must vacate the rental unit by 1:00 pm on August 1, 2018.

As the Tenant's application is dismissed, I decline to award the recovery of the filing fee paid for this application.

Conclusion

I grant an Order of Possession to the Landlord effective **August 1, 2018 at 1:00 pm**. This Order must be served 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: July 11, 2018

Residential Tenancy Branch