



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes CNL, AAT, LAT, LRE, OLC

### Introduction

This hearing addressed 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 (the "2 Month Notice") pursuant to section 49;
- an order to allow access to or from the rental unit or site for the tenant or the tenant's guests pursuant to section 70;
- authorization to change the locks to the rental unit pursuant to section 70;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70; and
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 62;

The tenants did not participate in the conference call hearing, which lasted approximately 10 minutes. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

Because the tenants failed to attend the hearing and present their claim, I dismiss their claim without leave to reapply.

Section 55 of the *Act* establishes that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?

### Background and Evidence

As per the submitted tenancy agreement and testimony of the landlord, the tenancy began on January 15, 2016 on a month-to-month basis. Rent in the amount of \$780.00 is payable on the first of each month. The tenants continue to reside in the rental unit.

The landlord testified that the tenants were served with the 2 Month Notice on August 13, 2018, by way of posting. In accordance with sections 89 and 90 of the *Act*, I find that the tenants were deemed served with the 2 Month Notice on August 16, 2018, three days after it was posted.

### Analysis

Section 52 of the *Act* provides that a notice to end tenancy from a landlord must be in writing and must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

Based on the landlord's testimony and the 2 Month Notice before me, I find the 2 Month Notice complies in form and content. As the 2 Month Notice complies in form and content and as the tenants' application has been dismissed I find that the landlord is entitled to an order of possession, pursuant to section 55 of the *Act*. Where a landlord provides an incorrect effective date on a 2 Month Notice, section 53 of the *Act* deems it changed to the correct date. Accordingly, the effective date of the 2 Month Notice is deemed changed from November 1, 2018 to October 31, 2018.

### Conclusion

The tenants' entire application is dismissed without leave to reapply.

An order of possession is granted to the landlord effective **October 31, 2018 at 1:00 p.m.**

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: October 04, 2018

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Residential Tenancy Branch