



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPL

### Introduction

This hearing dealt with an application from the landlords pursuant to the *Residential Tenancy Act* (the *Act*) for the following:

- An order of possession for landlord's use of property pursuant to section 55.

The tenant attended. The landlord LP attended with her son, landlord BY, who translated for landlord LP throughout the hearing ("the landlords").

The tenant acknowledged receipt of the Notice of Hearing and the landlords' documents. No issues of service were raised.

Both parties were given full opportunity to provide affirmed testimony, present evidence, cross examine the other party, and make submissions.

### Issue(s) to be Decided

Are the landlords entitled to an order of possession pursuant to section 55?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlords' claims and my findings are set out below.

The parties entered into a verbal residential tenancy agreement starting July 1, 2010 for rent of \$400.00 a month payable on the first of the month. No security deposit was paid.

The tenant claimed the parties had a verbal agreement that he would not be required to leave the unit except on six months' notice. The landlords denied any such agreement had been made. The tenant submitted no evidence of the existence of any such agreement.

On May 26, 2018, the landlords posted a Two Month Notice to End Tenancy for Landlord's Use of Property ("Two Month Notice") on the tenant's door. The tenant acknowledged receipt on that day. The reason for the issuance of the Two Month Notice is stated to be that the unit will be occupied by the landlords or the landlords' close family member. The effective date is July 31, 2018.

The parties agreed the tenant did not dispute the Two Month Notice within fifteen days of being served.

### Analysis

Pursuant to sections 88 and 90, I find the tenant was duly served with the Two Month Notice on May 29, 2018, three days after posting.

In the absence of any supporting evidence by the tenant, I accept the landlord's evidence on the balance of probabilities that the landlords did not make an agreement to provide the tenant with six months notice to vacate.

I accept the parties' evidence that the tenant did not dispute the Two Month Notice within 15 days. Accordingly, I find that the tenant is conclusively presumed under section 49(9) of the *Act* to have accepted that the tenancy ended on the effective date of the Two Month Notice, July 31, 2018.

Therefore, I find that the landlords are entitled to an order of possession pursuant to section 55 of the *Act*.

As the effective date of the Two Month Notice has passed, I issue a 2-day order of possession.

Conclusion

I grant an order of possession to the landlords effective 2 days after service on the tenant. Should the tenant or anyone on the premises 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: September 12, 2018

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Residential Tenancy Branch