



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, FFL

Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “Act”) for an Order of Possession based on 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 attended the teleconference hearing, while no one called in for the Tenant during the approximately 17 minutes that the phone line remained open. The Landlord provided affirmed testimony that the Notice of Dispute Resolution Proceeding package was sent to the Tenant by registered mail.

The registered mail tracking number was submitted into evidence and confirms that the package was claimed on July 23, 2018. The Landlord stated that he also spoke to the Tenant in person to confirm he had received the documents and was aware of the hearing. I find that the Tenant was duly served with the Notice of Dispute Resolution Proceeding documents in accordance with Section 89 of the *Act*.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issues to be Decided

Is the Landlord entitled to an Order of Possession based on a Two Month Notice to End Tenancy for Landlord’s Use of Property?

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

Background and Evidence

The Landlord provided testimony that he purchased the rental property and took possession in June 2018. As part of the sale of the property, the previous owner/landlord served the Tenant with a Two Month Notice on May 31, 2018. The effective end of tenancy date of the Two Month Notice was July 31, 2018. The reason for the Two Month Notice was stated as the following:

- 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

The Two Month Notice was submitted into evidence, as was a Proof of Service document which confirmed that the notice was served to the Tenant in person on May 31, 2018.

The Landlord testified that he was unaware of when the tenancy began and was not provided with a written tenancy agreement. He also stated that he did not receive a security deposit for the Tenant from the previous owner.

The Landlord testified that monthly rent is \$650.00. However, he stated that he has not received rent payments for July, August or September 2018. The Landlord confirmed that July rent was not due as per the one month of rent compensation under the *Act* for the Two Month Notice. However, when the Tenant did not vacate the property by the effective date of the Two Month Notice, August and September 2018 was not paid either. The Landlord has requested a two-day Order of Possession.

Analysis

Based on the undisputed testimony of the Landlord, I find that on May 31, 2018, the Tenant was served with a Two Month Notice issued in accordance with Section 49(5) of the *Act*. As the notice was served in person on May 31, 2018, I find that two full months were provided to the Tenant to vacate the rental unit by July 31, 2018.

In accordance with Section 49(8)(a) of the *Act* a Tenant has 15 days in which to dispute the Two Month Notice. As I have no evidence before me that the Tenant applied to dispute the notice, I find that Section 49(9) of the *Act* applies and the Tenant is conclusively presumed to have accepted that the tenancy ended on the date on the notice.

As such, I issue the Landlord a two (2) day Order of Possession pursuant to Section 55 of the *Act*.

As the Landlord was successful in his application, I award the recovery of the filing fee paid for the Application for Dispute Resolution in the amount of \$100.00, pursuant to Section 72 of the *Act*. The Landlord will be issued a Monetary Order in the amount of \$100.00.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** 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.

Pursuant to Section 72 of the *Act*, I grant the Landlord a **Monetary Order** in the amount of \$100.00 for the recovery of the filing fee for this application. The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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

Residential Tenancy Branch