



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An Order of Possession for landlord's use of property pursuant to sections 49 and 55.

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.

The tenant did not attend the hearing. I kept the teleconference line open from the time the hearing was scheduled for twenty minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant had been provided.

The landlord testified he personally served the tenant with the Notice of Hearing and Application for Dispute Resolution on July 4, 2018. Pursuant to section 89, I find the tenant was served with the documents on that date in compliance with the *Act*.

Issue to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The landlord provided testimony that the month-to-month tenancy with the tenant began during 2003 and is ongoing. Rent is \$500.00 a month payable on the first of the month. The landlord filed a copy of the agreement. The tenant did not pay a security deposit.

The landlord testified a Two Month Notice to End Tenancy for Landlord's Use (the "Two Month Notice") dated May 4, 2018 was posted to the tenant's door on that day. The Notice stated the reason for the issuance of the Notice was that the landlord or a close family member intended to occupy the unit. The effective date of the notice was July 31, 2018, corrected to August 31, 2018.

The landlord testified the tenant did not file an application to dispute the Two Month Notice. The landlord testified the tenant continues to reside in the premises. Rent paid after the issuance of the Two Month Notice has been accepted by the landlord by receipts marked "For Use and Occupancy Only".

Analysis

The landlord provided undisputed evidence at this hearing as the tenant did not attend.

Pursuant to section 90, I find that the tenant was duly served with the Two Month Notice on May 7, 2018, 3 days after posting on May 4, 2018 in accordance with Section 88 of the *Act*.

I accept the landlord's evidence that the tenant did not dispute the Two Month Notice within 15 days and find the tenant has not disputed the Notice.

I am satisfied the form and content of the landlord's Two Month Notice complies with Section 52 of the *Act*

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, corrected to August 31, 2018.

Therefore, I find that the landlord is 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 landlord 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 6, 2018

Residential Tenancy Branch