



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, FF

Introduction

This matter dealt with an application by the Landlords to end the tenancy and for an Order of Possession.

The Landlords said they served the Tenant with the Application and Notice of Hearing (the “hearing package”) by personal delivery on April 10, 2019. Based on the evidence of the Landlords, I find that the Tenant was served with the Landlords’ hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant’s absence.

Issues(s) to be Decided

1. Are the Landlords entitled to end the tenancy and receive an Order of Possession?

Background and Evidence

This tenancy started in July 2015 when the Landlords purchased the property. The tenancy was to end with the purchase of the property, but the Tenant did not move out and the Landlords then agreed to continue the tenancy on a verbal month to month basis. Rent is \$600.00 per month payable in advance of the 1st day of each month. The Tenant did not pay a security deposit.

The Landlord said he served the Tenant with a 2 Month Notice to End Tenancy for Landlord’s Use of the Property dated November 23, 2018 with an effective vacancy date of February 28, 2019. The Landlord continued to say that he has given the notice as his parents are moving into the rental unit as soon as the Tenant moves out. The Landlord said the Tenant is still living in the unit and he is unaware if the Tenant made an application to dispute the 2 Month Notice to End Tenancy for Landlord’s Use of the Property. The Landlord requested to end the tenancy and for an Order of Possession for as soon as possible.

The Tenant did not attend the hearing nor did the Tenant make an application to dispute the Notice to End Tenancy.

The Landlord said in closing he wants to end the tenancy so his parents can move into the rental unit.

Analysis

Section 49 (3) of the Act says: A landlord who is an individual may end a tenancy in respect of a rental unit if the landlord or a close family member of the landlord intends in good faith to occupy the rental unit.

A Landlord has the right to end a tenancy if the rental unit is being used for the owner or a close family member. I accept the Landlord's affirmed testimony that the Landlords' parents are moving into the unit as soon as they are able too. Parents are considered close family members under the Act. Consequently, I find for the Landlord that the 2 Month Notice to End Tenancy for Landlord's Use of the Property dated November 23, 2018 is valid and enforceable.

Further section 49 of the Act says a Tenant has 15 days to dispute the 2 Month Notice the End Tenancy for Landlord's Use of the Property and if the Tenant does not make an application to dispute the Notice to End Tenancy the tenancy is deemed to end on the effective date of the tenancy. The Tenant did not dispute the Notice to End Tenancy within 15 days; therefore the tenancy is deemed to have ended on the effective vacancy date which is February 28, 2019. As this date is past and the Landlord requested an Order of Possession for as soon as possible, I award the Landlords an Order of Possession effective 2 days after the Order is serviced on the Tenant.

As the Landlord was successful in this matter I grant a monetary order to the Landlord for \$100.00 to recover the filing fee for this application.

Conclusion

An Order of Possession effective 2 days after service of the Order and a monetary order for \$100.00 been issued to the Landlords. A copy of the Orders must be served on the Tenant in accordance with the Act: the Order of Possession and may be enforced in the Supreme Court of British Columbia and the monetary order may be enforced in Provincial Court of British Columbia (Small Claims 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: May 27, 2019

Residential Tenancy Branch