



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL LRE

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on May 6, 2019. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "*Act*").

Both parties were present at the hearing. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The Landlord confirmed receipt of the Tenant's application, evidence, and Notice of Hearing. The Landlord did not submit any documentary evidence.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenant applied for multiple remedies under the *Act*, some of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues deal with whether or not the tenancy is ending. As a result, I exercised my discretion to dismiss all of the Tenant's application, with leave to reapply, with the exception of the following claim:

- to cancel the 2-Month Notice to End Tenancy for Landlord's Use of the Property (the Notice).

Issues(s) to be Decided

- Did the Tenant apply on time to dispute the Notice?
- Is the Tenant entitled to have the Landlord's Notice cancelled?
 - If not, is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord testified that the Notice was hand delivered to the Tenant on February 23, 2019. The Tenant acknowledged receipt of the Notice on this day.

The Landlord issued the Notice for the following reason:

The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse).

The Tenant applied to dispute the Notice on March 13, 2019. The Tenant did not apply for more time to make an application to dispute this Notice.

Analysis

Based on the testimony and documentary evidence, and on a balance of probabilities, I find:

After reviewing the Notice, I am satisfied that it complies with section 52 of the *Act [form and content of notice to end tenancy]*. Section 52 of the *Act* requires that any notice to end tenancy issued by a landlord 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.

Section 49 of the *Act* permits a landlord to end a tenancy for personal use. A tenant who receives a 2-Month Notice has 15 days after receipt of this Notice to dispute it by making an application for dispute resolution. Failure to dispute the notice to end tenancy for cause in this period results in the conclusive presumption that the tenant has accepted the end of the tenancy, under section 49(9) of the *Act*.

In this case, the Tenant acknowledged receipt of the Notice on February 23, 2019. The tenant had 15 days, until March 10, 2019, to dispute the Notice, but she did not do so until March 13, 2019. Further, the Tenant did not apply for more time to make an application to dispute this Notice.

Given that the Tenant applied beyond the 15 days permitted under the *Act*, and pursuant to section 49(9) of the *Act*, I find the Tenant is conclusively presumed to have accepted the end of the tenancy on the effective date of the Notice, April 30, 2019.

The Landlord is granted an order of possession effective **two days after service** on the Tenant.

Conclusion

The Tenant did not apply on time to dispute the Notice and her application is dismissed.

The Landlord is granted an order of possession effective **two days after service** on the Tenant. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be 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: May 7, 2019

Residential Tenancy Branch