



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFL OPL-4M**

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- Authorization to recover the filing fees from the tenant pursuant to section 72; and
- An order of possession for demolition, renovation, repair or conversion of rental unit pursuant to sections 49 and 55.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:40 a.m. to enable the tenant to call into this hearing scheduled for 9:30 a.m.

The landlord attended the hearing, together with an agent, SA and an advocate, RB ("landlord"). The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

In accordance with Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* ("Rules"), this hearing was conducted in the absence of the tenant.

The landlord's agent SA testified that she served the tenant with the Application for Dispute Resolution hearing package by registered mail on May 9, 2019. The landlord read out the Canada Post tracking number for the mailing to me, noted on the cover page of this decision. Based on the landlord's oral testimony, I find the tenant is deemed served with the Application for Dispute Resolution hearing package on May 14, 2019, five days after the registered mailing, pursuant to section 89 and 90 of the *Act*.

Issue(s) to be Decided

Should the landlord be granted an order of possession?

Should the landlord be authorized to recover the filing fee?

Background and Evidence

The landlord gave the following testimony. The tenancy began in 2018 and the rent is currently set at \$850.00 per month. A security deposit of \$425.00 was collected which the landlord continues to hold.

On November 29, 2018 at approximately 11:00 a.m., the landlord personally served the tenant with a 4 Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit ("4 Month Notice"). The effective date on the 4 Month Notice is March 31, 2019. The reason for ending the tenancy on the 4 Month Notice is to perform renovations or repairs that are so extensive that the rental unit must be vacant.

Details of the work the landlord is planning to do is:

Washroom – remodelling.

Kitchen – changing and repairing the kitchen cabinets.

Floor – replace carpet for entire floor.

Paint – repainting walls and ceiling.

The landlord testified she has compensated the tenant with the amount equal to one month's rent by returning the tenant's rent cheque for the month of June 2019.

Analysis

The landlord served the tenant with a 4 Month Notice pursuant to section 49(6)(b) of the *Act* which states:

A landlord may end a tenancy in respect of a rental unit if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to renovate or repair the rental unit in a manner that requires the rental unit to be vacant.

Section 49(8) and 49(9) state

a tenant may dispute a notice given under subsection (6) by making an application for dispute resolution within 30 days after the date the tenant receives the notice.

If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (8), the tenant

(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and

(b) must vacate the rental unit by that date.

The tenant has not made application pursuant to section 49(8) of the *Act* within 30 days of receiving the 4 Month Notice to End Tenancy. As the tenant has not filed an application to cancel the Notice within 30 days of receiving it, the tenant is conclusively

presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit.

The effective date on the landlord's notice is March 31, 2019 and the tenant has paid rent up to and including June 30, 2019. I find the landlord is entitled to an order of possession effective at 1:00 p.m. on June 30, 2019 in accordance with sections 51 and 55(3) of the *Act*.

The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit by June 30, 2019 at 1:00 p.m., the landlord may enforce this Order in the Supreme Court of British Columbia.

As the landlord's application was successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application.

Conclusion

The landlord is entitled to an order of possession effective **at 1:00 p.m. on June 30, 2019**. 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.

The landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$100.00**.

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: June 17, 2019

Residential Tenancy Branch