



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING  
CORPORATION and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPL-4M

### Introduction

This is an Application for Dispute Resolution brought forward by the landlord pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for Landlord's Use of Property pursuant to sections 49 and 55 of the *Act*.

Only tenant S.M. and the corporate landlord's agents J.H. and U.W. attended at the date and time set for the hearing of this matter. Tenant J.E.L. did not attend this hearing, although I left the teleconference hearing connection open until 9:46 a.m. in order to enable tenant J.E.L. to call into this teleconference hearing scheduled for 9:30 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Dispute Resolution. I also confirmed from the teleconference system that the landlord's agents, tenant S.M. and I were the only ones who had called into this teleconference.

Tenant S.M. confirmed receipt of the landlord's Notice of Dispute Resolution Proceeding Package and evidence for this hearing, served by Canada Post registered mail. I confirmed with tenant S.M. that he was not attending the hearing on behalf of both named tenants on the landlord's Application for Dispute Resolution as he testified that he had spoken to tenant J.E.L. shortly before the hearing and that tenant J.E.L. indicated to him that she intended to attend the hearing.

As tenant S.M. advised that he was not acting on behalf of both tenants, I confirmed with the landlord's agents that tenant J.E.L. had also been separately served by Canada Post registered mail with the landlord's Notice of Dispute Resolution Proceeding

Package and evidence for this hearing. The landlord's agents referred to their submitted documentary evidence of a registered mail tracking receipt dated November 1, 2019 with tracking number (noted on cover sheet of this Decision) as proof of service.

Tenant S.M. confirmed that he did not submit any evidence for this matter.

As such based on the testimony and evidence of the parties, I find that the landlord's Notice of Dispute Resolution Proceeding package and evidence were served to both named tenants in accordance with sections 88 and 89 of the *Act*.

#### Preliminary Issue – Failure of Tenant J.E.L. to Attend the Hearing

Rule 7.3 of the Residential Tenancy Branch Rules of Procedure states:

##### 7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

As I found that tenant J.E.L. was served with the notice of this hearing in accordance with the *Act*, pursuant to Rule 7.3 this hearing was conducted in the absence of tenant J.E.L. who failed to attend the hearing.

#### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession on the basis of the notice to end tenancy issued for landlord's use of property?

#### Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony provided in accordance with the *Act* and the Rules of Procedure, not all details of the submissions and arguments are reproduced here. Only the aspects of this matter relevant to my findings and the decision are set out below.

Tenant S.M. confirmed receipt of the landlord's Four Month Notice to End Tenancy For Demolition, Renovation, Repair or Conversion of Rental Unit (Four Month Notice) on September 25, 2019.

The landlord submitted a copy of the Four Month Notice into documentary evidence. The reason selected by the landlord for ending the tenancy is to “demolish the rental unit”. The landlord checked the box to confirm that they “have obtained all permits and approvals required by law to do this work”. The landlord also provided the required information regarding the date, issuance, description and permit number pertaining to the demolition permit.

The effective vacancy date provided on the notice is January 31, 2020.

Tenant S.M. confirmed that he did not file an Application for Dispute Resolution to dispute the notice as he intended to move out by the effective vacancy date of the notice. The landlord’s agents confirmed that they had not received any notice from tenant J.E.L. regarding an application to dispute the Four Month Notice.

### Analysis

Section 49(6)(a) of the *Act* provides that 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 demolish the rental unit.

Section 49(8)(b) of the *Act* provides that a tenant may dispute a Four Month Notice by making an application for dispute resolution within 30 days after the date the tenant receives the notice.

I accept the testimony and evidence before me that neither of the named tenants to the tenancy agreement filed an Application for Dispute Resolution to dispute the Four Month Notice within the 30 days granted under section 49(8) of the *Act*. Accordingly, I find that the tenants are conclusively presumed under section 49(9) of the *Act* to have accepted that the tenancy will end on the vacancy effective date of the Four Month Notice, January 31, 2020.

Section 55(2)(b) of the *Act* permits a landlord to request an order of possession when a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired. Section 55 of the *Act* requires that the notice to end tenancy is compliant with section 52 of the *Act*.

Section 52 of the *Act* sets out the form and content requirements for a valid notice to end tenancy. In considering this matter, I have reviewed the Four Month Notice to ensure that the landlord has complied with the requirements of section 52 of the *Act*. I find that the Notice complies with the form and content requirements of section 52 of the *Act* as it is signed and dated by the landlord or landlord's agent; provides the address of the rental unit; states the effective date of the notice; and provides the grounds for the tenancy to end. Further, I find that the landlord has provided sufficient evidence that the required permits and approvals required by law have been obtained to carry out the purpose for ending the tenancy as the landlord submitted a copy of the demolition permit issued by the municipal government.

Therefore, based on the testimony and evidence presented, on a balance of probabilities, and pursuant to section 55 of the *Act*, I find that the landlord is entitled to an Order of Possession effective January 31, 2020, which is the effective vacancy date provided on the landlord's Four Month Notice.

### Conclusion

Pursuant to section 55 of the *Act*, I grant an Order of Possession to the landlord effective January 31, 2020. The landlord is provided with this Order in the above terms and the tenants must be served with this Order as soon as possible. Should the tenants 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: December 20, 2019

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Residential Tenancy Branch