



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes

**OPL**

### Introduction

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

- An order of possession under a Two Month Notice to End Tenancy for Landlord's Use ("Two Month Notice") pursuant to sections 48 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 tenants did not attend the hearing. I kept the teleconference line open from the time the hearing was scheduled for 15 minutes to allow the tenants 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 tenants had been provided.

The landlord testified he served the tenants with the Notice of Hearing and Application for Dispute Resolution on April 5, 2020 by delivering copies to their mailbox and by emailing copies to an email address regularly used by the tenants in corresponding with the landlord regarding the tenancy. The tenant AG acknowledged service in a Proof of Service document, a copy of which was submitted as evidence. The landlord testified he received an email from the tenant AG on April 5, 2020 in which the tenants acknowledged receipt. Considering the uncontradicted evidence of the landlord and the documentary evidence, I find the landlord served the tenants pursuant to the Act.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The landlord provided the following uncontradicted testimony. The tenancy began on January 1, 2019 for a fixed term of five months for monthly rent of \$1,500.00 payable on the first of the month. The tenants provided a security deposit of \$750.00 which the landlord holds. The landlord submitted a copy of the signed tenancy agreement.

The landlord testified a Two Month Notice to End Tenancy for Landlord's Use (the "Two Month Notice") dated March 14, 2020 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 May 31, 2020.

The landlord testified the tenants did not file an application to dispute the Two Month Notice. The landlord testified the tenants continued to reside in the premises.

Analysis

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

Pursuant to section 90, I find that the tenant was duly served with the Two Month Notice 3 days after posting on March 14, 2020 in accordance with Section 88 of the *Act*.

I accept the landlord's evidence that the tenants did not dispute the Two Month Notice within 15 days and find the tenants have 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 tenants are 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 of May 31, 2020.

Therefore, I find that the landlord is entitled to an Order of Possession pursuant to Section 55 of the *Act* effective May 31, 2020.

Conclusion

I grant an Order of Possession to the landlord effective May 31, 2020. 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: May 22, 2020

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Residential Tenancy Branch