



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the “Act”), to cancel Two Month Notice to End Tenancy for Landlord’s Use of Property (the “Notice”) issued on June 27, 2020.

Both parties appeared.

### Preliminary procedure

At the outset of the hearing it was confirmed with the tenant that they are not disputing the Notice, that they believe the effective date of the Notice should be the end of September 2020, and not August 31, 2020 as shown in the Notice.

The tenant stated that they received the Notice on June 28, 2020, at 9:00 pm as they found the Notice posted to the door. The tenant stated it is not deemed received until three days later, which would be July 1, 2020, and the effective date would be extended to September 30, 2020. The tenant submits they are not moving until the end of September 2020.

In this matter the tenant is using the deemed service provision under the Act; however, the deemed receipt provisions are used only in the absence of evidence of the date the document was actually received. The tenant admitted at the hearing that they received the Notice on June 28, 2020.

I find the deemed service provisions of the Act, do not supersede the date that the document was actually received. I find the tenant was served on June 28, 2020, with the Notice, this was the date they admitted it was received. This is the date that calculates the time of the effective vacancy date. I find the effective vacancy date of

August 31, 2020, listed in the Notice is correct. I find the tenancy legally ends in accordance with the Act, on August 31, 2020. Therefore, I dismiss the tenant's application.

Since I have dismissed the tenant's application, I find that the landlord is entitled to an order of possession effective **August 31, 2020, at 1:00 P.M.** This order must be served on the tenant and may be filed in the Supreme Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Since the tenant was not successful with their application, I find the tenant is not entitled to recover the filing fee from the landlord.

### Conclusion

The tenant's application to cancel the Notice, is dismissed. The landlord is granted an order of possession.

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: July 28, 2020

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Residential Tenancy Branch