



# 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 for Dispute Resolution (the Application) that was filed by the Landlord under the Residential Tenancy Act (the Act), seeking:

- An Order of Possession for the rental unit based on an uncontested Two Month Notice to End Tenancy for Landlord's Use of Property (the Two Month Notice).

The hearing was convened by telephone conference call and was attended by the Landlord, who provided affirmed testimony. Neither the Tenants nor an agent for the Tenants attended. The Landlord was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The Residential Tenancy Branch Rules of Procedure (the Rules of Procedure) state that the respondents must be served with a copy of the Application and Notice of Hearing. As neither the Tenants nor an agent for the Tenants attended the hearing, I confirmed service of these documents as explained below.

The Landlord testified that the Application, the Notice of Hearing, and their documentary evidence was sent to each of the Tenants by registered mail on July 17, 2020 at the rental unit address. The Landlord provided me with the registered mail tracking numbers, copies of the registered mail receipts, and photographs of the contents of each registered mail package. The Canada Post website confirms that the registered mail was sent as described above and delivered on July 20, 2020. As a result, I find that the Tenants were served with the Application, the Notice of Hearing, and the Landlord's documentary evidence in accordance with the *Act* and the Rules of Procedure on July 20, 2020.

Based on the above I have accepted the Landlord's documentary evidence for consideration in this matter and pursuant to rule 7.3 of the Rules of Procedure, the hearing proceeded as scheduled, despite the absence of the Tenants.

I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Rules of Procedure; however, I refer only to the relevant and determinative facts, evidence and issues in this decision.

At the request of the Landlord, copies of the decision and any orders issued in their favor will be emailed to them at the email address provided in the Application.

#### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession pursuant to section 55 (2) (b) of the Act?

#### Background and Evidence

The tenancy agreement in the documentary evidence before me states that one year fixed term tenancy commenced on July 1, 2019, and became month to month on July 1, 2020, after the end of the fixed term. The tenancy agreement states that rent in the amount of \$5,000.00 is due on the first day of each month and that a \$2,500.00 security deposit was to be paid by the Tenants. The Landlord stated that these are the correct terms of the tenancy agreement and that the Tenants paid the \$2,500.00 security deposit, which they still hold.

The Landlord stated that they intend in good faith to move into the rental unit and that as a result, they served the Tenants with a Two Month Notice by registered mail on June 24, 2020, with an effective date of August 31, 2020. The Landlord provided me with the registered mail tracking number and stated that it was delivered on June 26, 2020. Canada Post tracking information confirms that the registered mail was sent and delivered as described above.

The Two Month Notice in the documentary evidence before me is signed and dated June 24, 2020, has an effective date of August 31, 2020, and states that the notice has been served because the Landlord or the Landlord's spouse intends to occupy the rental unit.

The Landlord stated that although the Tenants did not dispute the Two Month Notice and were provided with one month free rent (August 2020), they had not responded to the Landlord's requests for confirmation that they were moving out, so the Application was filed. The Landlord stated that shortly before the date of the hearing the Tenants confirmed that they are planning to move out in accordance with the Two Month Notice; however, the Landlord stated that they are still seeking the order of possession for the rental unit so that they will have it in the event that the Tenants do not vacate.

No one appeared on behalf of the Tenants to provide any evidence or testimony for my consideration.

### Analysis

Based on the evidence and testimony before me, I find that the Two Month Notice was served on the Tenants by registered mail on June 26, 2020.

As the Tenants did not dispute the Two Month Notice by filing an Application for Dispute Resolution with the Branch, I therefore find that the Tenants were conclusively presumed to have accepted that the tenancy was ending in accordance with the Two Month Notice and are therefore required to vacate the rental unit by the effective date, pursuant to section 49 (9) of the Act. As the Two Month Notice complies with section 52 of the Act, has an effective date that is after the end date for the fixed-term of the tenancy agreement and was served in compliance with the timelines set out in section 49 (2) of the Act, I therefore find that the Landlord is entitled to an Order of Possession for the rental unit effective at **1:00 P.M. on August 31, 2020**, after service of the order on the Tenants.

### Conclusion

Pursuant to section 55 (2) (b) of the Act, I grant an Order of Possession to the Landlord effective **1:00 P.M. on August 31, 2020**, after service of the order on the Tenants. 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 fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and 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: August 26, 2020

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Residential Tenancy Branch