



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OPL, OPM**

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;
- An order of possession under a Mutual Agreement to End Tenancy ("Mutual Agreement") pursuant to section 55.

WS, the agent for the landlord, ("the landlord") attended the hearing and was given the opportunity to make submissions as well as present affirmed testimony and written evidence. The hearing process was explained, and an opportunity was given to ask questions about the hearing process.

The tenants ("the tenant") did not appear at the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional ten minutes to allow the tenant 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 tenant had been provided.

As the tenant did not attend the hearing, the landlord provided affirmed testimony regarding service of the Notice of Hearing and evidence package. The landlord testified he personally served each of the tenants individually with the documents on September 26, 2020. The landlord filed a completed RTB Proof of Service form confirming service.

Further to the testimony of the landlord and supporting document, I find the landlord

served each tenant on September 26, 2020 pursuant to section 89 of the Act.

Issue(s) to be Decided

Is the landlord entitled to the relief requested?

Background and Evidence

The landlord provided the following uncontradicted testimony. The tenancy began March 1, 2017. Monthly rent is \$1,675.00 payable on the first of the month. The tenant provided a security deposit of \$837.50 which the landlord holds.

The landlord testified the Two Month Notice to End Tenancy for Landlord's Use (the "Two Month Notice") dated August 24, 2020 stating the landlord intended to occupy the unit was personally served on the tenant on that date with an effective date of October 31, 2020, extended by consent of the parties to November 30, 2020. The landlord submitted a copy of the Notice which was in the RTB form.

The landlord testified the tenant did not file an application to dispute the Two Month Notice.

The parties also entered into a Mutual Agreement to End Tenancy with an effective date of November 30, 2020, a copy of which was submitted and is in the RTB form.

The landlord requested an Order of Possession.

Analysis

The landlord provided undisputed evidence at this hearing as the tenant did not attend. I find that the tenant was served with the Two Month Notice on August 24, 2020. I accept the landlord's evidence that the tenant did not dispute the Two Month Notice within 15 days.

I am satisfied the form and content of the landlord's Two Month Notice complies with Section 52 of the *Act* and was served in accordance with Section 88 of the *Act*.

I find the parties entered into a Mutual Agreement to End Tenancy effective November 30, 2020.

Accordingly, I find that the tenant is 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 extended by agreement of the parties to November 30, 2020,

Therefore, I find that the landlord is entitled to an Order of Possession, pursuant to Section 55 of the *Act*. I issue an Order of Possession effective November 30, 2020 by 1:00 PM.

Conclusion

I grant an Order of Possession to the landlord effective November 30, 2020 by 1:00 PM. This Order must be served on the tenant. 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: November 19, 2020

Residential Tenancy Branch