



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL-MT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- more time to make an application to cancel the landlord's 2 Month Notice to End Tenancy for Cause (the 2 Month Notice) pursuant to section 66; and
- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice"), pursuant to section 49;

While the landlord attended the hearing by way of conference call, the tenant did not. I waited until 1:40 p.m. to enable the tenant to participate in this scheduled hearing for 1:30 p.m. The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord, landlord's son, and landlord's agent and I were the only ones who had called into this teleconference.

Rule 7.3 of the Rules of Procedure provides as follows:

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 the tenant failed to attend the hearing for their application, their entire application is dismissed without leave to reapply.

During the hearing the landlord confirmed the address for this tenancy. The landlord confirmed that while the address is correct on the 2 Month Notice to End Tenancy, the wrong address was provided for the tenant's application. As I am satisfied that the landlord provided the proper address as confirmed on the Notice to End Tenancy, and as no parties were opposed in the hearing, I exercised my discretion to amend the

address on the application to reflect the proper tenancy address as noted on the 2 Month Notice.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This month-to-month tenancy began approximately 4 years ago, with monthly rent currently set at \$1,000.00, payable on the first of the month.

The landlord personally served the tenant with a 2 Month Notice to End Tenancy For Landlord's Use, dated February 1 ,2021, on February 1, 2021, with an effective move-out date of March 31, 2021 for the following reason:

- The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse.

The landlord confirmed in the hearing that they served the 2 Month Notice in order to occupy the rental unit for their own use.

Analysis

Section 55(1) of the *Act* reads as follows:

55 (1) *If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if*

(a) the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

As I find the 2 Month Notice to be valid, and as I find that the 2 Month Notice complies with section 52 of the *Act*, I find that the landlord is entitled to an Order of Possession against the tenant, pursuant to section 55 of the *Act*.

Section 49(2)(a) of the *Act* requires the effective date of the 2 Month Notice to be:

- (i) not earlier than 2 months after the date the tenant receives the notice,
- (ii) the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement

As the effective date of the 2 Month Notice is March 31, 2021, I correct the effective date in accordance with section 53 of the *Act* to April 30, 2021. As the tenant has not moved out by April 30, 2021, I find that the landlord is entitled to a two (2) day Order of Possession, pursuant to section 55 of the *Act* so the landlord may take full possession of the premises. If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Conclusion

The tenant's entire application is dismissed without leave to reapply. As the tenant has not moved out, I, therefore, grant an Order of Possession to the landlord effective two **days after service of this Order** on the tenant. Should the tenant and any occupant 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: June 21, 2021

Residential Tenancy Branch