



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PROLINE MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNL FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property dated April 20, 2021 (2 Month Notice) and to recover the filing fee.

The tenant and an agent for the landlord, TM (agent) attended the teleconference hearing. At the start of the hearing, I introduced myself and the participants. The parties were provided with the opportunity to submit documentary evidence prior to this hearing.

The hearing process was explained to the parties and the parties were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them. I will deal with any orders later in this decision, if applicable.

As the tenant stated they were about to vacate the rental unit, and after some discussion, the tenant requested to withdraw their application as they have accepted the 2 Month Notice issued by the landlord. As a result, I do not grant the filing fee and will address the order of possession below.

Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

Section 55(1) of the Act applies and states:

Order of possession for the landlord

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.

[Emphasis added]

Given the above and the fact that I have dismissed the tenant's application without leave to reapply as the tenant withdrew their application and given that I find the 2 Month Notice complies with section 52 of the Act, I must grant the landlord an order of possession. As the effective vacancy date has passed of June 30, 2021, I grant the order of possession effective **two (2) days from service on the tenant.**

Conclusion

The tenant's application was withdrawn and as a result is dismissed without leave to reapply as the tenant confirmed they are vacating the rental unit.

The landlord is granted an order of possession effective two (2) days from service on the tenant. Should the landlord require enforcement of the order of possession, the landlord may file the order of possession in the Supreme Court. The tenant is cautioned

that they can be held liable for all costs related to enforcing the order of possession. This decision will be emailed to both parties. The order of possession will be emailed to the landlord only for service on the tenant.

The filing fee is not granted as the tenant withdrew their application at the hearing.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: September 1, 2021

Residential Tenancy Branch