



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CITY CENTRE PHASE 4 LANDS
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Code: OPL-4M

Introduction

The landlord filed an application for dispute resolution on August 12, 2021 in which they sought an order of possession based on an undisputed notice to end tenancy, pursuant to sections 49(6)(a) and 55(2)(b) of the *Residential Tenancy Act* ("Act").

Two representatives for the landlord attended the hearing on December 16, 2021 at 11:00 AM. The tenant did not attend the hearing.

Based on the oral and documentary evidence submitted by the landlord, it is my finding that the tenant was served with the Notice of Dispute Resolution Proceeding by Canada Post registered mail. The tracking number associated with the registered mail indicates, as per Canada Post's tracking website, that the package was accepted by the tenant.

Issue

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began on September 1, 2020 and monthly rent is \$1,472.00. The tenant paid a security deposit of \$500.00. There is a copy of the written Residential Tenancy Agreement in evidence.

On March 30, 2021, the landlord served a Four Month Notice to End Tenancy for Demolition (the "Notice") on the tenant, in person. A copy of the Notice was in evidence. The contents of the Notice were verified with the landlord during the hearing. The effective date of the end of tenancy is indicated to be July 31, 2021. To date, the tenant has neither moved out nor disputed the Notice.

Analysis

The Notice to end the tenancy was issued under section 49(6)(a) of the Act, which states that

A landlord may end a tenancy in respect of a rental unit if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to do any of the following: (a) demolish the rental unit; [. . .]

Section 49(8) of the Act permits a tenant who receives this type of notice to dispute that notice within 30 days of receiving the notice.

Section 49(9) of the Act states that

If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (8), the tenant

- (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and
- (b) must vacate the rental unit by that date.

In this dispute, the Notice was served in person on the tenant on March 30, 2021. The tenant did not dispute the Notice within 30 days of receiving it. As such, pursuant to section 49(9) of the Act the tenant is conclusively presumed to have accepted that the tenancy ended on July 31, 2021.

Subsection 55(2)(b) of the Act states that a landlord may request an order of possession of a rental unit when a notice to end the tenancy has been given by the landlord, and the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired.

Applying section 55 of the Act to the facts of this case, I hereby grant an order of possession to the Landlord. This order is effective two days after service upon the tenant.

Last, it should be noted that I have reviewed the Notice and find that it complies with section 52 of the Act in form and content.

Conclusion

The application is granted.

The landlord is granted an order of possession, which must be served on the tenant and which is effective two (2) days from the date of service. This order may be filed in, and enforced as an order of, the Supreme Court of British Columbia.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: December 16, 2021

Residential Tenancy Branch