



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DOUBLE D MOTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, OPL-4M

Introduction

On September 29, 2021, the Landlord applied for a Dispute Resolution proceeding seeking an Order of Possession based on a One Month Notice to End Tenancy for Cause pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”) and seeking an Order of Possession based on a Four Months' Notice to End Tenancy For Demolition or Conversion of a Rental Unit (the “Notice”) pursuant to Section 49.2 of the *Act*.

J.R. attended the hearing as an agent for the Landlord; however, the Tenant did not attend at any point during the 21-minute teleconference. At the outset of the hearing, I informed J.R. that recording of the hearing was prohibited and he was reminded to refrain from doing so. He acknowledged this term, and he provided a solemn affirmation.

He advised that the Notice of Hearing and evidence package was served to the Tenant by hand on October 7, 2021. The Tenant submitted a document advising that he did not want to participate in the hearing and that he would be giving up vacant possession of the rental unit on February 28, 2022. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was duly served the Landlord's Notice of Hearing and evidence package. As such, this evidence will be accepted and considered when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession on either notice to end tenancy?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

J.R. advised that the tenancy started approximately 15 years ago, that rent was currently established at \$600.00 per month, and that it was due on the first day of each month. He was not sure if a security deposit was paid. A copy of the signed tenancy agreement was not submitted as documentary evidence.

He testified that a One Month Notice to End Tenancy for Cause was served to the Tenant by hand on July 22, 2021. While he stated that the Tenant did not dispute this notice, he did not submit a copy of this for consideration.

As well, he advised that the Four Months' Notice to End Tenancy For Demolition or Conversion of a Rental Unit was served to the Tenant on March 31, 2021. The reasons this Notice was served were because the Landlord wanted to demolish the rental unit and perform renovations or repairs that are so extensive that the rental unit must be vacant. The effective end date of the tenancy on the Notice was noted as July 31, 2021. A copy of this Notice was submitted as documentary evidence.

He stated that the Tenant did not make an Application to dispute the Notice either.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

As the Landlord did not submit a copy of the One Month Notice to End Tenancy for Cause, the only notice to end tenancy I found necessary to consider was the Four Months' Notice to End Tenancy For Demolition or Conversion of a Rental Unit.

Section 52 of the *Act* requires that any notice to end tenancy issued by a Landlord must be signed and dated by the Landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

In considering this matter, I have reviewed the Notice to ensure that the Landlord has complied with the requirements as to the form and content of Section 52 of the *Act*. While the Notice indicates the dispute address to be vacated from is the same as the Landlord's address, I am satisfied that the Tenant would have reasonably known that

the Notice applied to him at the dispute address, especially as it is noted correctly at the top of the Notice. As such, I have amended the Notice pursuant to Section 68 of the *Act* to correct the dispute address. In reviewing this Notice, I am satisfied that the Notice meets all of the requirements of Section 52 and I find that it is a valid Notice.

The undisputed evidence is that the Notice was served to the Tenant by hand on March 31, 2021. After being served the Notice, the undisputed evidence is that the Tenant did not make an Application to dispute this Notice. I find it important to note that the information with respect to the Tenant's right to dispute the Notice is provided on the first page of the Notice.

Ultimately, as the Tenant did not dispute the Notice, I am satisfied that the Tenant is conclusively presumed to have accepted the Notice. As such, I find that the Landlord is entitled to an Order of Possession. Ultimately, I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. This Order must be served on the Tenant by the Landlord. Should the Tenant 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: February 11, 2022

Residential Tenancy Branch