



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KBK No. 108 Ventures Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPL-4M, FFL

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding a residential tenancy dispute. On December 2, 2021, the Landlord applied for:

- an order of possession, having served a Four Months' Notice to End Tenancy for Demolition or Conversion of a Rental Unit, dated July 27, 2021 (the Four Month Notice); and
- the filing fee.

The hearing teleconference commenced promptly at 9:30 a.m. and was attended by only the Landlord, who was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. She was also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Landlord testified that she served the Notice of Dispute Resolution Proceeding (NDRP) on the Tenant by registered mail on December 7, 2021, and provided a tracking number and signed confirmation of delivery on December 11, 2021. I find the Landlord served the Tenant in accordance with section 89 of the Act.

Issues to be Decided

- 1) Is the Landlord entitled to an order of possession?
- 2) Is the Landlord entitled to the filing fee?

Background and Evidence

The Landlord provided the following particulars regarding the tenancy. It began October 1, 2000; rent is \$1,230.00 a month, due on the first of the month; and the Tenant paid a security deposit of \$650.00, which the Landlord still holds.

A copy of the Four Month Notice was submitted as evidence. The Landlord testified that it was served on the Tenant by email on July 27, 2021, and by courier on July 29, 2021. The Landlord submitted documentary evidence in support of each service method; the submitted email indicates that it was sent to the Tenant on July 28, 2021. The July 29, 2021 receipt from the courier indicates: "slipped env into house."

The Four Month Notice is signed and dated by the Landlord, gives the address of the rental unit, states the effective date, states the grounds for ending the tenancy, and is in the approved form. The Four Month Notice indicates the tenancy is ending as the rental unit will be demolished, and that a Confirmation on Demolition Application was issued by the city on July 27, 2021. The Four Month Notice provides details on the planned work. The Landlord testified that the referenced document is an email from the city confirming that the Landlord must have the demolition done by a particular date.

The Landlord testified that the rental unit is being demolished as part of a city project, and that part of the property must be given to the city by a certain date, as the city is turning it into an easement road.

The Landlord submitted as evidence an email exchange with the Tenant, in which on November 9, 2021 the Landlord reminds him that the tenancy agreement will end on November 30, and on November 24, 2021 the Tenant writes back that he has not yet found a new place to live.

The Landlord submitted as evidence a copy of a letter and a cheque, both dated November 29, 2021, indicating that the Tenant was compensated the amount of one month's rent.

Analysis

Based on the Landlord's affirmed undisputed testimony, and the submitted documentary evidence, I find the Landlord served the Tenant the Four Month Notice by email on July 28, 2021, and by courier on July 29, 2021. I find the Landlord served the Four Month

Notice on the Tenant in accordance with section 88 of the Act, and I deem it received by the Tenant on August 1, 2021, in accordance with section 90 of the Act.

As the Four Month Notice is signed and dated by the Landlord, gives the address of the rental unit, states the effective date, states the reason for the notice, and is in the approved form, I find the Notice meets the form and content requirements of section 52 of the Act.

The Four Month Notice is deemed received by the Tenant on August 1, 2021. Therefore, in accordance with section 49(8) of the Act, the deadline to dispute it was 30 days later: August 31, 2021. As the Tenant did not dispute the Four Month Notice by the deadline, in accordance with section 49(9) of the Act, the Tenant is conclusively presumed to have accepted that the tenancy ended on July 27, 2021, the effective date of the Notice, and the Landlord is entitled to an order of possession.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord is successful in her application, I order the Tenant to pay the \$100.00 filing fee the Landlord paid to apply for dispute resolution.

In accordance with section 72 of the Act, I allow the Landlord to retain \$100.00 of the Tenant's security deposit in satisfaction.

Conclusion

The Landlord's application is granted.

The Landlord is granted an order of possession which will be effective two days after it is served on the Tenant. The order of possession must be served on the Tenant. The order of possession 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: March 21, 2022

Residential Tenancy Branch