



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, FFL

Introduction

The Landlord filed an Application for Dispute Resolution on February 4, 2022 seeking an order of possession of the rental unit. Additionally, they applied for the cost of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on April 1, 2022.

Both parties attended the conference call hearing. I explained the process and both parties had the opportunity to ask questions and present oral testimony during the hearing.

The Tenant confirmed they received the Landlord’s prepared documentary evidence for this hearing. The Tenant did not prepare documents of their own for this process. On the basis of confirmed disclosure, I proceeded with the hearing as scheduled.

Issues to be Decided

Is the Landlord entitled to an Order of Possession in line with the Two Month Notice to End Tenancy for Landlord’s Use of Property (the “Two-Month Notice”)?

Is the Landlord entitled to recover the filing fee for this Application pursuant to s. 72 of the *Act*?

Background and Evidence

In the hearing the Landlord set out how they purchased the home in 2021. They had the previous owner issue a notice to end the tenancy in line with their purchase; however, the Tenant here refused to end the tenancy. Upon their purchase, the Landlord issued this Two-Month Notice on October 20, 2021.

The Tenant here acknowledged they received the Two-Month Notice from the Landlord in person. They did not apply to the Residential Tenancy Branch to dispute the Landlord's end of this tenancy.

The document itself provides that the Tenant had 15 days from the date received to challenge the end of tenancy via dispute resolution. If they did not apply to dispute, the tenancy would end on the date indicated, January 1, 2022.

In the hearing, the Tenant confirmed they faced a challenged with finding a new place to live. This is exacerbated by the Landlord cutting off the internet. The Tenant has spent the last 4 months trying to find a place to live.

Analysis

From the testimony of the parties, I am satisfied that a tenancy agreement was in place.

I find the Landlord served the Two-Month Notice to the Tenant on October 20, 2021 as shown in the evidence. The Tenant did not apply to challenge the end of tenancy within the 15-day period.

Based on the foregoing, I find that the Tenant is conclusively presumed under s. 49(9) of the *Act* to have accepted that the tenancy ended on the effective date of the Two-Month Notice, January 1, 2022. I so grant the Landlord an Order of Possession pursuant to s. 55(2)(b) of the *Act*.

On my review of the document, the Two-Month Notice contains the necessary elements for it to be effective; therefore, it complies with the necessities of s. 52 regarding form and content.

As the landlord is successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

I grant an Order of Possession to the Landlord effective two days after service of this Order on the Tenant. 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.

Pursuant to s. 72 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$100.00 for recovery of the filing fee for this hearing application. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: April 1, 2022

Residential Tenancy Branch