



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Edge Developments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL-4M

Introduction

This hearing was convened in response to an application by the Tenant for an order cancelling a notice to end tenancy pursuant to section 49 of the *Residential Tenancy Act* (the “Act”).

The Tenant did not attend the hearing to pursue their application. The Landlord appeared and was ready to proceed. As the Tenant did not attend the hearing, I dismiss the Tenant’s application. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The tenancy started 13 years ago. Rent of \$1,000.00 is payable on the first day of each month. No security deposit was collected by the Landlord. On February 18, 2022 the Landlord served the Tenant with a four month notice to end tenancy for landlord’s use date February 18, 2022 (the “Notice”) by registered mail and by email. The Notice sets out an effective date of June 30, 2022 and the stated reasons are that the unit will be converted for a caretaker’s use and to convert the unit to non-residential use. The basement will be used for the Landlord and employee’s business use and the upper

part of the unit is expected to be occupied by the caretaker on a part-time basis. The Landlord has not been informed by the Tenant that the unit is vacant. The Landlord seeks an order of possession for July 31, 2022.

Analysis

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act in relation to form and content provides that in order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

Based on the undisputed evidence of the Notice I find that the Notice complies in form and content. As the Tenant's application has been dismissed, I therefore find that the Landlord is entitled to an order of possession as requested.

Conclusion

I grant an Order of Possession to the Landlord effective 1:00 p.m. on July 31, 2022. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia 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 Section 9.1(1) of the Act.

Dated: July 11, 2022

Residential Tenancy Branch