



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FFT

Introduction

The Tenant filed an Application for Dispute Resolution on April 10, 2022 seeking an order that the landlord cancel or withdraw the Two-Month Notice to End Tenancy for Landlord's Use (the "Two-Month Notice"). They also seek reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the "*Act*") on August 8, 2022.

The Landlord attended the hearing, the Tenant did not. In the conference call hearing I explained the process and offered the Landlord the opportunity to ask questions. I provided the Landlord the opportunity to present oral testimony and make oral submissions during the hearing.

Issue(s) to be Decided

Is the Tenant entitled to an order that the landlord cancel or withdraw the Two-Month Notice?

If the Tenant is unsuccessful in seeking to cancel the Two-Month Notice, is the Landlord entitled to an order of possession pursuant to s. 55(4) of the *Act*?

Is the Tenant entitled to reimbursement of the Application filing fee?

Background and Evidence

The landlord confirmed the basic terms of the tenancy agreement. The parties signed the agreement on August 22, 2019. The monthly rent was \$2,200 per month, payable on the first of each month. The Tenant paid a security deposit of \$1,100.

The Landlord issued the Two-Month Notice on March 27, 2022. They handed this document to the Tenant at the rental unit, in person, on that same date. The Landlord spoke to the reason for issuing this Two-Month Notice in the hearing. The final move-out date set out on the document was May 31, 2022.

The Tenant did not attend the hearing to provide evidence counter to that of the Landlord.

Analysis

The *Act* s. 49(2) states that a landlord may end a tenancy for any of the reasons listed, this includes “if the landlord or a close family member of the landlord intends in good faith to occupy the rental unit.” A “close family member” includes the individual’s parent, as the Landlord indicated on the Two-Month Notice in this case.

Following this, s. 49(8) states that within 15 days of receiving a notice a tenant may dispute it by filing an Application for Dispute Resolution.

I am satisfied that when the Landlord issued the One-Month Notice they had a valid reason for doing so. The evidence presented by the Landlord in this hearing bears this out. I am satisfied the Landlord issued the One-Month Notice on March 27, 2022, and the Tenant received it in person. There is no evidence contrary to that of the Landlord presented in the hearing. This finding is also supported by the fact the tenant applied to dispute the One-Month Notice on April 10, 2022.

The Tenant’s application to cancel the One-Month Notice is dismissed. The tenancy is ending.

Under s. 55 of the *Act*, when a tenant’s application to cancel a Notice to End Tenancy is dismissed and I am satisfied the document complies with the requirements under s. 52 regarding form and content, I must grant the landlord an order of possession.

I find that the Two-Month Notice complies with the requirements of form and content. The Landlord is entitled to an order of possession on the effective date.

The Landlord presented various amounts owing to them for the imposition the Tenant not vacating the rental unit has caused, as well as recent unpaid rent. The Landlord at this point must file their own Application for Dispute Resolution for recovery of these costs that they associated with this tenancy.

Because the Tenant was not successful in this Application, I grant no award for recovery of the Application filing fee.

Conclusion

As the Tenant did not attend to present their Application, I dismiss the Tenant's application for a cancellation of the Two-Month Notice, without leave to reapply.

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.

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: August 8, 2022

Residential Tenancy Branch