



## **DECISION**

### **Introduction**

The Landlord seeks the following relief under the *Residential Tenancy Act* (the “Act”):

- an order of possession pursuant to ss. 49 and 55 after serving a Four Month Notice to End Tenancy for Demolition or Conversion signed on January 28, 2025 (the “Four Month Notice”); and
- return of the filing fee pursuant to s. 72.

R.M. and D.M. attended as the Landlord’s agents. The Tenants did not attend the hearing.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

### **Service of the Application and Evidence**

The Landlord’s agents advise that the Landlord’s application and evidence were posted to the Tenants’ door on March 25, 2025. As proof of service, the Landlord has submitted a witnessed proof of service form confirming the time and method of service.

Accepting the Landlord’s undisputed evidence on service, I find that the Landlord’s application and evidence were served in accordance with ss. 89(2)(d) and 88(g) of the *Act*. Pursuant to s. 90 of the *Act*, I deem that the Tenants received the Landlord’s application materials on March 28, 2025, being three days after it was posted to their door.

### **Issues in Dispute**

- 1) Is the Landlord entitled to an order of possession based after serving the Four Month Notice?
- 2) Is the Landlord entitled to recover its filing fee from the Tenants?

### **Evidence and Analysis**

I have reviewed all evidence, including the testimony of the parties, but will refer only to

what I find relevant for my decision.

### ***General Background***

The Landlord's agents confirmed the following details with respect to the tenancy:

- The Tenants moved into the rental unit on March 15, 2019.
- Rent of \$1,995.00 is due on the first day of each month.

I have not been given a copy of the written tenancy agreement. However, I accept the testimony from the Landlord's agents outlining the relevant details for the tenancy.

### ***1) Is the Landlord entitled to an order of possession based after serving the Four Month Notice?***

A landlord may request an order of possession under s. 55(2)(b) of the *Act* where they have served a notice to end tenancy and the tenant has not disputed the notice within the proscribed time limit.

Under s. 49(6) of the *Act*, a landlord may end a tenancy if it has all the necessary permits and approvals required by law and intends, in good faith, to demolish the rental unit. As per s. 49(2) of the *Act*, when a notice is issued under s. 46(6) the landlord must give the tenant at least 4 months notice.

Upon receipt of a notice to end tenancy for demolition, a tenant has 30 days to file an application disputing the notice as per s. 49(8) of the *Act*.

### ***Service of the Four Month Notice and Form and Content***

The Landlord's agents advise that the Four Month Notice was personally delivered to the Tenant J.V. on January 28, 2025. As proof of service, the Landlord has submitted a form signed by J.V. on January 28, 2025 whereby they confirmed receipt of the Four Month Notice. Accepting this, I find that the Four Month Notice was personally in accordance with s. 88(a) of the *Act* and received on January 28, 2025.

As per s. 49(7) of the *Act*, all notices issued under s. 49 must comply with the form and content requirements set by s. 52 of the *Act*. I have reviewed the Four Month Notice. It is signed and dated by the Landlord, states the address for the rental unit, states the correct effective date, sets out the grounds for ending the tenancy, and is in the approved form (RTB-29). I find that it complies with the formal requirements of s. 52 of the *Act*.

### ***Order of Possession***

The Landlord's agents confirm that, to their knowledge, the Tenants has not filed to dispute the Four Month Notice.

I have also been given a copy of the salvage and abatement permit issued by the municipality on January 28, 2025. As explained to me by the Landlord's agents, demolishing the rental unit is a two-step process with the municipality, where they first issue a permit to remove hazardous and salvageable materials and, upon this being completed, the demolition permit is then issued.

I am told by the agents that the demolition process is scheduled to begin in early June 2025 and is part of a larger redevelopment of the site.

Accepting the Landlord's evidence, I find that the Tenants did not dispute the Four Month Notice within the 30-day deadline imposed by s. 49(8) of the *Act*. Accordingly, I find that s. 49(9) of the *Act* has been triggered such that the Tenants are conclusively presumed to have accepted the tenancy ends on the effective date of the Four Month Notice and must vacate the rental unit by that date.

I further accept that the Landlord has all permits necessary to begin demolition of the rental unit, as demonstrated by the permit in evidence. I accept based on the Landlord's undisputed evidence that it intends to begin remediation and demolition work immediately after the residential property is vacated by its occupants. I find that the Four Month Notice was issued in good faith.

Accordingly, I find that the Landlord is entitled to an order of possession under s. 55(2)(b) of the *Act*. I grant the order of possession in line with the effective date of the Four Month Notice, which is May 31, 2025.

## ***2) Is the Landlord entitled to recover its filing fee from the Tenants?***

As the Landlord was successful, I find that the Landlord is entitled to its filing fee. I order under s. 72(1) of the *Act* that the Tenants pay the Landlord's filing fee and direct under s. 72(2) of the *Act* that the filing fee be recovered by retaining \$100.00 from the Tenants' security deposit.

## **Conclusion**

I grant the Landlord an order of possession under s. 55(2) of the *Act*. The Tenants and any other occupant shall provide vacant possession of the rental unit to the Landlord by no later than **1:00 PM on May 31, 2025**.

The Landlord is granted its filing fee and shall recover it by retaining \$100.00 from the Tenants' security deposit.

It is the Landlord's obligation to serve the order of possession on the Tenants and may enforce it at the BC Supreme 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: April 16, 2025

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Residential Tenancy Branch