



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on May 16, 2019 (the “Application”). The Landlord applied for an Order of Possession based on a Two Month Notice to End Tenancy for Landlord’s Use of Property dated April 25, 2019 (the “Notice”).

The Agent appeared for the Landlord. Nobody appeared for the Tenant. I explained the hearing process to the Agent who did not have questions when asked. The Agent provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenant had not submitted evidence. I addressed service of the hearing package and Landlord’s evidence.

The Agent testified that the hearing package and evidence were served on the Tenant by registered mail sent to the rental unit the same date the hearing package was sent to him by the RTB via email. The RTB records show this occurred May 16, 2019. The Agent could not provide a tracking number for this. The Agent had not looked the tracking number up to see if the Tenant had received the package. He said the Landlord saw the Tenant receive the package. The Landlord had not submitted any evidence of service.

Based on the undisputed testimony of the Agent, I accept that the hearing package and evidence were served on the Tenant in accordance with sections 59(3), 88(c) and 89(2)(b) of the *Residential Tenancy Act* (the “Act”). The Tenant is deemed to have received the hearing package and evidence pursuant to section 90 of the *Act*.

I was satisfied of service and proceeded with the hearing. The Agent was given an opportunity to present relevant evidence, make relevant submissions and ask relevant questions. I have considered all evidence submitted and all oral testimony of the Agent. I will only refer to the evidence I find relevant in this decision.

Issues to be Decided

1. Is the Landlord entitled to an Order of Possession based on the Notice?

Background and Evidence

The Agent testified as follows. There is an oral tenancy agreement between the Landlord and Tenant in relation to the rental unit. The tenancy started February 15, 2019 and is a month-to-month tenancy. Rent is \$1,350.00 per month due on the first day of each month. The Tenant paid a security deposit of \$675.00.

The Notice was submitted as evidence. It is addressed to the Tenant and refers to the rental unit. It is signed and dated by the Agent. It has an effective date of June 30, 2019. The landlord name on the Notice is a company name. The Agent confirmed he works for this company and acts as agent for the owner of the rental unit who is listed as the Landlord. The Agent confirmed the Tenant was aware that him and his company acted as agent for the Landlord. The grounds for the Notice are that the rental unit will be occupied by the landlord or the landlord's close family member.

The Agent testified that he posted all three pages of the Notice on the door of the rental unit on April 25, 2019. The Landlord submitted a Proof of Service signed by a witness confirming this.

The Agent further testified as follows. He is not aware of the Tenant disputing the Notice. The Tenant paid May rent but not June rent pursuant to the Notice.

The Agent sought an Order of Possession for June 30, 2019, the effective date of the Notice.

Analysis

The Notice was issued under section 49(3) of the *Act*. Pursuant to section 49(8)(a) of the *Act*, the Tenant had 15 days from the date she received the Notice to dispute it.

Based on the undisputed testimony of the Agent, and Proof of Service, I find the Tenant was served with the Notice in accordance with section 88(g) of the *Act*. Based on the undisputed testimony of the Agent, and Proof of Service, I find the Tenant was served

on April 25, 2019. The Tenant is deemed to have received the Notice April 28, 2019 pursuant to section 90(c) of the *Act*.

The Tenant had until May 13, 2019 to dispute the Notice. I accept that the Agent is not aware of the Tenant disputing the Notice. I have no evidence before me that the Tenant did dispute the Notice.

Given the Tenant did not dispute the Notice, she is conclusively presumed to have accepted the Notice and must vacate by June 30, 2019 pursuant to section 49(9) of the *Act*.

I note that the effective date of the Notice complies with section 49(2)(a) of the *Act*.

Pursuant to section 49(7) of the *Act*, the Notice must comply with section 52 of the *Act* in form and content. I have reviewed the Notice and find that it does comply with section 52 of the *Act*.

Pursuant to section 55 of the *Act*, the Landlord is entitled to an Order of Possession effective June 30, 2019 and I issue the Landlord this Order.

Conclusion

The Landlord is entitled to an Order of Possession based on the Notice and I issue the Landlord an Order of Possession effective June 30, 2019. This Order must be served on the Tenant and, if the Tenant does not comply with this Order, it may be filed and enforced in the Supreme Court 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: June 28, 2019

Residential Tenancy Branch