



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROWILS ESTATES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, FFT

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a Two Month Notice to End Tenancy for Landlord's Use of the Property dated June 25, 2020 ("Two Month Notice"), and to recover the cost of her \$100.00 Application filing fee.

Counsel for the Tenant, S.M., and counsel for the Landlord, J.L., appeared at the teleconference hearing, but neither the Tenant nor Landlord attended the hearing.

Preliminary Matters

The Landlord's counsel advised that the Landlord's corporate name was misspelled on the Application. Accordingly, I amended the Landlord's name, given the corrected spelling, and pursuant to section 64(3)(c) of the Act and Residential Tenancy Branch Rule of Procedure 4.2.

At the outset of the hearing, the Tenant's counsel advised that the Tenant had agreed to withdraw her Application and abide by the Two Month Notice by vacating the rental unit by August 31, 2020. The Landlord's counsel agreed with the Tenant withdrawing her Application. To confirm this, the Tenant's counsel submitted a copy of the Landlord's written agreement to the Tenant's withdrawal of her Application, which agreement was dated August 13, 2020. Regardless, the Landlord's counsel indicated that she would like an order of possession for the effective vacancy date.

For the reasons stated above, I find the withdrawal of this Application is not prejudicial to the Landlord in any way. The Tenant's Application is hereby withdrawn.

The Landlord submitted a copy of the Two Month Notice, which was signed and dated June 25, 2020, and which included the rental unit address and had an effective vacancy date of August 31, 2020. Further, on June 25, 2020, the Landlord served the Tenant with the Two Month Notice by email, given the state of emergency at the time.

The Landlord's reason or ground for the eviction checked on the Two Month Notice was that the sale of the rental unit had been satisfied. Further, the ground checked indicated that the purchaser had asked the Landlord in writing to give this Two Month Notice to the Tenant, because the purchaser or a close family member intends in good faith to occupy the rental unit.

Analysis

Section 55 of the Act states that if a tenant's application to cancel a notice to end tenancy is dismissed, and I am satisfied that the notice to end tenancy complies with the requirements under section 52, I must grant the landlord an order of possession.

I find that the Tenant's Application is withdrawn, which I equate to dismissed in this set of circumstances. Further, I find that the Two Month Notice complies with section 52 of the Act; therefore, I find that the Two Month Notice is valid, and I confirm it, and I find that the tenancy is terminated, as of August 31, 2020. Accordingly, I grant the Landlord an Order of Possession, pursuant to section 55 of the Act, effective on August 31, 2020 at 1:00 p.m. This Order may be filed in the British Columbia Supreme Court and enforced as an Order of that Court.

Conclusion

Pursuant to section 55 of the Act, I grant an Order of Possession to the Landlord effective on August 31, 2020 at 1:00 p.m. **after service of this Order** on the Tenant. 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 Supreme Court of British Columbia and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 17, 2020

Residential Tenancy Branch