



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **OPL, FFL**

Introduction

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act (“the Act”) for orders as follows:

1. For an order of possession pursuant to section 55 of the Act
2. For reimbursement of the filing fee pursuant to section 72 of the Act

The landlord LL appeared with agent RJ. The tenant did not appear.

The hearing was conducted by conference call. The landlord and agent were reminded to not record the hearing pursuant to Rule of Procedure 6.11. The landlord and agent were affirmed. The landlord and agent were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses.

The landlord testified that they served the Two Month Notice to End Tenancy (“Two Month Notice”) dated June 30, 2022, with an effective date of October 31, 2022 on the tenant personally on June 30, 2022. The landlord provided proof of service in evidence. The landlord served the dispute notice and evidence on the tenant by email. The landlord provided RTB 51 in evidence showing that the tenant consented to service by email.

The landlord also provided a photo of the computer screen showing the email containing the dispute package was sent to the tenant December 5, 2022. I find that service complies with sections 88 and 89 of the Act and the tenant is deemed to have been served on December 8, 2022 based on section 44 of the Residential Tenancy Regulation..

Issue(s) to be Decided

1. Is the landlord entitled to an order of possession for the rental unit?
2. Is the landlord entitled to recover the filing fee for this application?

Background and Evidence

The tenancy commenced on September 1, 2021. Rent is \$1,450.00 per month due on the first of the month. The landlord holds a security deposit of \$725.00 in trust for the tenant. The tenant still occupies the rental unit.

The landlord produced a copy of the Two Month Notice in evidence and advised that they are seeking an order of possession for the rental unit.

Analysis

The tenant did not dispute the Two Month Notice within 15 days of being served with the notice. Section 49(6) of the Act states that if the tenant does not file an application for dispute resolution within 15 days, the tenant is presumed to accept that the tenancy ends on the effective date stated in the Two Month Notice and must vacate the rental unit on that date.

I accept the reasons provided by the landlord and their agent that the landlord requires the property for his own use. Further, I find the notice complies with the form and content requirements of s. 52 of the *Act*.

As the tenant has not disputed the Two Month Notice, I find that the landlord is entitled to an order of possession for the rental unit. I find that the effective date for the end of the tenancy is April 30, 2023 at 1:00pm and the order of possession will issue on that basis.

As the landlord was successful in his application, he is entitled to recover the \$100.00 filing fee for the application.

Conclusion

The landlord is granted an order of possession which will be effective April 30, 2023 at 1:00pm. The order of possession must be served on the tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

Using the offsetting provisions contained in section 72 of the *Act*, I allow the landlord to retain \$100.00 from the tenant's security deposit in full satisfaction for the return of the filing fee.

This decision 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: April 04, 2023

Residential Tenancy Branch