

## **DECISION**

### **Dispute Codes: CNC**

This hearing dealt with an application by the tenant to cancel the notice to end tenancy for cause.

Both parties agreed that on June 25, 2009, the manager had slipped the notice to end tenancy under the tenant's door. The tenant gave the following testimony regarding events that transpired on June 25, 2009. At the time when the landlord slipped the notice under the door, only his roommate was in the unit. Later, when he returned to his unit, his roommate told him that the landlord had come to give him a document. On July 2, 2009, the tenant met with the landlord about the July rent and the landlord gave him another copy of the notice to end tenancy.

I asked the tenant several times if he was in receipt of the notice to end tenancy on June 25, 2009, the tenant was evasive and never gave an answer. Instead, the tenant said that his roommate had told him that "the landlord dropped something at the door" and "she dropped this". I also asked the tenant several times what had happened to the notice to end tenancy that was slipped under his door on June 25, 2009, the tenant was again evasive and never gave an answer. Based on the above, I find that on June 25, 2009, the tenant was informed by his roommate that the notice to end tenancy was delivered by the landlord under the door and that the tenant was in receipt of such a document.

Section 47 of the *Residential Tenancy Act* states that a tenant may dispute a notice to end tenancy for cause by making an application for dispute resolution within 10 days after the date the tenant receives the notice. In this case, the tenant received the notice to end tenancy for cause on June 25, 2009 and he did not file an application for dispute resolution until 15 days later on July 10, 2009.

The tenant provided no explanation for his delay in filing the application for dispute resolution. Accordingly, I find that the tenant did not file the application for dispute resolution within the prescribed timeframe of 10 days and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice.

Based on the above facts, I find that the landlord is entitled to an order of possession. Should the tenant failed to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Dated August 26, 2009.