



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an application by the tenant to set aside the landlord's Notice to End Tenancy dated July 30, 2012. Both parties attended the hearing and had an opportunity to be heard.

Issue(s) to be Decided

Is the tenant entitled to the requested order?

Background and Evidence

This tenancy began approximately 2 years ago. The rent is \$850.00 per month. On July 30, 2012 the landlord served the tenant with a Notice to End Tenancy under Section 47. Specifically, the landlord indicated on the Notice that the tenant had (a) put the landlord's property at significant risk; (b) engaged in illegal activity that has or is likely to adversely affect the quiet enjoyment, etc. of another occupant or the landlord; and (c) breached a material term of the tenancy agreement. The tenant disputed the Notice on August 10, 2012.

Analysis

At the hearing of this matter I had indicated that the landlord had not provided sufficient evidence in support of his Notice however after completion of the hearing I realized that the tenant had not in fact disputed the Notice within 10 days as required by the Act.

Section 47(5) of the Act provides that if a tenant fails to apply for dispute resolution within 10 days after receiving a Notice to End Tenancy, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice ***and must vacate the rental unit by that date.***

In the present case, the tenant did not dispute the Notice until August 10th but under the Act was required to dispute by no later than August 9th. Accordingly, the tenant was required to vacate the rental unit by September 1, 2012.

As stated in the Notice, the landlord may now apply for an order of possession.

Conclusion

I dismiss the tenants' application.

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*.