



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Seto Investments Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FF, MT

### Introduction

This is an application to cancel a Notice to End Tenancy that was given for cause, a request for more time to apply the cancel a Notice to End Tenancy, and a request for recovery of the filing fee.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not to cancel a Notice to End Tenancy that was given for cause.

### Background and Evidence

The landlord testified that:

- A one-month Notice to End Tenancy was posted on the tenant's door on August 26, 2013 in the presence of a witness.
- They have provided a proof of service document signed by the witness that states that Notice to End Tenancy was posted on the tenant's door on August 26, 2013.

- The tenant did not apply to dispute the notice within the required time limit and therefore, they are requesting that the notice be upheld and an Order of Possession be issued.

The tenant testified that:

- He did not find the Notice to End Tenancy on his door on August 26, 2013 or at any time thereafter, and in fact received the notice by hand from the building manager on September 13, 2013.
- His son was staying at the rental unit at that time and perhaps he remove it from the door.
- He thought he had applied for dispute resolution within the time limit required and therefore is asking that this Notice to End Tenancy be canceled.

### Analysis

It's my finding that the landlord has shown that a one-month Notice to End Tenancy was posted on the tenant's door on August 26, 2013. Notices posted on the door are deemed served three days after posting, and therefore that notice is deemed served on August 29, 2013.

A tenant does have a right to dispute the Notice to End Tenancy, however if they do not file that dispute within 10 days they are conclusively deemed to have accepted the end of the tenancy.

In this case the tenant did not file his dispute of the notice until September 27, 2013, well outside the 10 day time frame.

Even if the documents were not considered served until the September 13, 2013, the date admitted by the tenant, the tenant would have had to file his dispute by September 23, 2013, and therefore is still be outside the 10 day time frame.

Therefore it's my finding that the tenant is conclusively deemed to have accepted the end of the tenancy and I will not set the Notice to End Tenancy aside.

### Conclusion

This application to cancel a one-month Notice to End Tenancy that is dated August 26, 2013 is dismissed without leave to reapply, and I further order that the tenant bear the \$50.00 cost of the filing fee.

At the request of the landlords I've issued an Order of Possession that is enforceable two days after service on the tenant, however at the hearing the landlord agreed that if the tenant pays the full outstanding rent by November 8, 2013, they will not enforce the Order of Possession until the end of November 2013.

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: November 06, 2013

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Residential Tenancy Branch

