



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BARBARA A. BURRILL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNR

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for unpaid rent.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery on or about June 7, 2015. The Landlord confirmed receipt of the Tenant’s hearing package. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to an order to cancel the Notice to End Tenancy?

Background and Evidence

This tenancy started approximately 11 years ago. There was a tenancy agreement but the Landlord said the Tenant did not sign it so the tenancy is a verbal month to month agreement. Rent is \$230.60 per month payable in advance of the 1st day of each month. Both parties agreed there is \$1,182.40 of unpaid rent and late rent payment fees owed by the Tenant to the Landlord.

The Landlord said she served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities dated April 30, 2015. The Landlord said she served the Notice on April 30, 2015 by registered mail. The Landlord included Canada Post tracking information and a Canada post receipt as evidence to support the service of the Notice to End Tenancy for unpaid rent. The Effective Vacancy date on the Notice was May 15, 2015. The Tenant said he received the 10 Day Notice to End Tenancy for unpaid rent on May 5, 2015. The Tenant is living in the unit and the Landlord said they want to end the tenancy if the rent is not paid in full. The Landlord said they have an Order of Possession and monetary order from a previous dispute hearing held on July 7, 2015.

The Landlord continued to say that the Tenant has unpaid rent of \$920.40 and late payments of \$262.00

The Tenant said he is not disputing the amount of unpaid rent and late payments but he would like some time to pay the rent. The Tenant said Social Services said they may help him and he should know if there is any money coming from Social Services very soon. The Tenant asked the Landlord to wait and he would pay the rent when he has the money.

The Landlord said she is going to continue with the eviction and if the Tenant pays the rent in full she will consider continuing with the tenancy.

Analysis

The Landlord has served the Tenant the 10 Day Notice to End Tenancy for Unpaid rent by registered mail on April 30, 2015. Under section 83 of the Act documents served by registered mail are deemed to be served 5 days after mailing whether or not the recipient picks the mail up or not. Consequently the Tenant was deemed to be served on May 5, 2015 with the 10 Day Notice to End Tenancy for unpaid rent. If a Tenant does not pay the rent or file to dispute the Notice to End Tenancy within 5 days of receiving it then the Tenant is deemed to have accepted the Notice and must move out by the effective vacancy date on the Notice. As the Tenant said he received the 10 Day Notice to End Tenancy for Unpaid rent on May 5, 2015 he would have had to pay the rent or file for dispute resolution by May 10, 2015. The Tenant has not paid the rent and his application is dated June 5, 2015; therefore the Tenant did not meet the filing deadline to dispute the 10 Day Notice to End Tenancy for unpaid rent and he has agreed there is unpaid rent. Consequently the Tenant has not established grounds to prove the Notice to End Tenancy is not valid or should be set aside. I dismiss the Tenant's application without leave to reapply and I find the 10 Day Notice to End Tenancy for unpaid rent dated April 30, 2015 is valid and in full effect.

Conclusion

The Tenant's application to cancel the Notice to End Tenancy is dismissed without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: July 29, 2015

Residential Tenancy Branch

