



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This is an application brought by the tenant(s) requesting an order canceling a Notice to End Tenancy that was given for cause.

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to present their evidence orally.

All parties were affirmed.

Issue(s) to be Decided

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

Background and Evidence

On May 26, 2015 the landlord posted a one month Notice to End Tenancy on the tenant's door, which therefore has an effective end of tenancy date of June 30, 2015.

The tenants filed a dispute of that notice on June 11, 2015.

The landlord subsequently collected rent for the month of July 2015 and did not issue any receipt.

Analysis

As stated above, the landlord posted the Notice to End Tenancy on the door on May 26, 2015 and therefore pursuant to section 90(c) that notice is deemed served three days later on May 29, 2015.

Sections 47(4) & 47(5) of the Residential Tenancy Act state:

(4) A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

(5) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant

(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and

(b) must vacate the rental unit by that date.

Therefore since this notice was deemed served on May 29, 2015, the tenants would have to have disputed the notice by June 8, 2015 and since they failed to do so they are conclusively presumed to have accepted the end of the tenancy.

However, since the effective end of tenancy date for this notice was June 30, 2015 and since the landlord has accepted rent for July 2015, it is my finding that the landlord has re-instated the tenancy.

Conclusion

The application to cancel the Notice to End Tenancy is dismissed as it was filed outside the required timeframe; however since the tenancy has been reinstated, this tenancy will continue.

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: July 29, 2015

Residential Tenancy Branch

