



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Code          CNL

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, received at the Residential Tenancy Branch on June 21, 2017 (the "Application"). The Tenant applied for an order cancelling a Two Month Notice to End Tenancy for Landlord's Use of Property, dated April 24, 2017 (the "Two Month Notice"), pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant attended the hearing on her own behalf. The Landlord was represented at the hearing by N.G., an agent. Both the Tenant and N.G. provided a solemn affirmation at the beginning of the hearing.

The Tenant testified she served the Landlord with the Application package at the end of June 2017. Although neither party was able to recall the date of service or receipt of the Application package, the Landlord acknowledged receipt at the end of June 2017. Pursuant to section 71 of the *Act*, I find the Landlord was sufficiently served with the Application package for the purposes of the *Act*. The Landlord did not submit any documentary evidence in response to the Application.

No issues were raised about service of the above documents. The parties were provided with the opportunity to present their evidence orally and in written and documentary form, and make submissions. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

At the outset of the hearing, N.G. testified that the Tenant was served with the Two Month Notice on April 24, 2017. The Tenant acknowledged receipt on that date. However, the Tenant's Application was not received at the Residential Tenancy Branch until June 21, 2017, almost two months later.

Section 49 of the *Act* permits a landlord to end a tenancy for the reasons listed therein. However, section 49(8) of the *Act* provides a tenant with 15 days after receipt of a notice to end tenancy issued under to this section to dispute it. Further, section 49(9) of the *Act* confirms that failure to dispute the notice to end tenancy results in the conclusive presumption the tenant accepted that the tenancy ended on the effective date of the notice. This information is also provided on page 2 of the Two Month Notice.

In this case, the Tenant had 15 days after April 24, 2017 – until May 9, 2017 – to dispute the Two Month Notice. She did not. Accordingly, the Tenant is conclusively presumed to have accepted the tenancy ended on the effective date of the Two Month Notice. The Tenant's Application is dismissed, without leave to reapply.

When a tenant's application to cancel a notice to end tenancy is dismissed, and the notice complies with section 52 of the *Act*, section 55 of the *Act* requires that I grant an order of possession to a landlord. As I have dismissed the Tenant's Application and have determined the Two Month Notice complied with section 52 of the *Act*, I grant the Landlord an order of possession. The order of possession will be effective two (2) days after it is served on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

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: August 31, 2017

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Residential Tenancy Branch