



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CANADIAN MENTAL HEALTH  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

On May 2, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") requesting to cancel a 1 Month Notice to End Tenancy for Cause.

The matter was set for a conference call hearing on this date. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

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.

### Preliminary and Procedural Matters

The parties were offered an opportunity to resolve the dispute pursuant to section 63 of the Act. Despite a lengthy negotiation between the parties with my assistance, a settlement agreement could not be reached.

The Landlord testified that the Tenant did not serve the Landlord with the Notice of Dispute Resolution hearing documents until June 8, 2018. The Landlord had assumed the Tenant had accepted the 1 Month Notice To End Tenancy For Cause and was moving.

The Tenant testified that she sent the Notice of hearing documents to the Landlord using regular mail a couple days after she applied for dispute resolution. When the Tenant did not hear from the Landlord, the Tenant re-sent the hearing documents to the Landlord using registered mail.

Issue to be Decided

- Did the Tenant apply to dispute the Notice on time?

Background and Evidence

Both parties testified that the tenancy began in June 2014, on a month to month basis. The Tenant moved into this unit from another rental property owned by the Landlord. Subsidized rent in the amount of \$462.00 is to be paid to the Landlord by the first day of each month.

The Landlord testified that she served the 1 Month Notice To End Tenancy For Cause dated April 18, 2018, to the Tenants by posting the Notice to the Tenant's door on April 18, 2018.

The Tenant, Ms. R.C. confirmed that she received the Notice on April 18, 2018. The Tenant confirmed that she applied to dispute the Notice on May 2, 2018. The Tenant confirmed that the Notice contained two pages.

The second page of the Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch. If a Tenant does not file an Application within 10 days, the Tenant is presumed to accept the Notice and must move out of the rental unit by the effective date set out on the Notice.

The Tenants' application for dispute resolution does not include a request for more time to make an application to cancel a notice to end tenancy.

The Tenant testified that she was informed that she had 14 days to dispute the Notice.

Analysis

Section 47 of the Act provides; if a Tenant who has received a notice under this section does not make an application for dispute resolution within 10 days after receiving the Notice, 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.

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant received the Notice on April 18, 2018, and did not apply for dispute resolution within 10 days of receiving the Notice. I find that the Tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice.

I dismiss the Tenant's Application to cancel the 1 Month Notice To End Tenancy For Cause dated April 18, 2018.

Under section 55 of the Act, when a Tenant's application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

The Landlord agreed at the hearing to give the Tenant more time to find a place to move. The Landlord requested an order of possession effective at 1:00 pm on July 31, 2018.

I find that the Landlord is entitled to an order of possession effective no later than 1:00 pm on July 31, 2018, after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

#### Conclusion

The Tenant's application to dispute the Notice was late and is dismissed.

I find that the Tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice.

I grant the Landlord an order of possession effective at 1:00 pm on July 31, 2018.

The Tenant must be served with the order of possession. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: June 21, 2018

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Residential Tenancy Branch