



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: OPC
 Tenant: CNR LA LRE OLC

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “*Act*”).

The Landlord’s Application for Dispute Resolution was made on August 14, 2018 (the “Landlord’s Application”). The Landlord applied for an order of possession for cause, pursuant to the *Act*.

The Tenant’s Application for Dispute Resolution was made on July 24, 2018 (the “Tenant’s Application”). The Tenant applied for the following relief, pursuant to the *Act*:

- an order cancelling a notice to end tenancy for unpaid rent or utilities;
- an order authorizing the Tenant to change the locks to the rental unit; and
- an order that the Landlord comply with the *Act*, regulations, and/or the tenancy agreement.

The Landlord attended the hearing and was accompanied by P.D., her spouse. The Tenant attended the hearing and was accompanied by C.J., a youth worker, and G.B., her son. All in attendance provided a solemn affirmation.

The Landlord testified the Landlord’s Application package and documentary evidence were served on the Tenant in person. The Tenant acknowledged receipt. The Tenant testified the Tenant’s Application package and documentary evidence were served on the Landlord in person. The Landlord acknowledged receipt. During the hearing, neither party raised any issue with respect to service or receipt of these documents. Pursuant to section 71 of the *Act*, I find the above documents are sufficiently served for the purposes of the *Act*.

The parties were provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues

1. Is the Landlord entitled to an order of possession?
2. Is the Tenant entitled to an order cancelling the notice to end tenancy for unpaid rent or utilities?
3. Is the Tenant entitled to an order authorizing the Tenant to change the locks to the rental unit?
4. Is the Tenant entitled to an order that the Landlord comply with the *Act*, regulations, and/or the tenancy agreement?

Background and Evidence

The parties confirmed the tenancy began on July 15, 2018. Rent in the amount of \$2,100.00 per month is due on the first day of each month. According to the Landlord, the Tenant paid a security deposit of \$1,000.00, whereas the Tenant testified she paid a security deposit of \$1,050.00.

During the hearing, the Landlord testified that a One Month Notice to End Tenancy for Cause, dated July 31, 2018 (the "One Month Notice"), was served on the Tenant in person on the same date. A copy of the One Month Notice was submitted into evidence by the Landlord.

The Tenant initially acknowledged receipt of the One Month Notice on July 31, 2018. However, when the consequences of failing to dispute the One Month Notice were explained to the Tenant, she testified that she received only notices to end tenancy for unpaid rent or utilities. The Tenant then suggested she did dispute the One Month Notice. However, she referred only to dispute resolution proceedings involving notices to end tenancy for unpaid rent or utilities, and was unable to provide a file number related to her alleged dispute of the One Month Notice.

Analysis

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

Section 47(4) of the *Act* confirms that a tenant has 10 days after receiving a notice to end tenancy for cause to dispute the notice. Section 47(5) of the *Act* indicates that a tenant who fails to dispute the notice in this timeframe is conclusively presumed to have accepted the tenancy ends on the effective date of the notice.

In this case, the Tenant acknowledged receipt of the One Month Notice on July 31, 2018. Accordingly, pursuant to section 47(4) of the *Act*, the Tenant had until August 10, 2018, to dispute it. However, despite the Tenant's suggestion she disputed the One Month Notice, I find there is insufficient evidence before me to conclude she did so.

As I have found the Tenant did not dispute the One Month Notice, the Tenant is conclusively presumed to have accepted the tenancy ended on the effective date. Therefore, the Landlord is granted an order of possession, to be effective two (2) days after service on the Tenant.

In addition, having been successful, I find the Landlord is entitled to recover the filing fee paid to make the Landlord's Application. I order that \$100.00 be retained from the security deposit held at the end of the tenancy.

In light of my findings above, it has not been necessary to consider any part of the Tenant's Application. The Tenant's Application is dismissed, without leave to reapply.

Conclusion

The Tenant's Application is dismissed, without leave to reapply.

The Landlord is granted an order of possession, which will be effective two (2) days after service 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: September 14, 2018

Residential Tenancy Branch