



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR OPC

### Introduction

This hearing was scheduled to consider cross-applications pursuant to the *Residential Tenancy Act* (the “*Act*”).

The tenants seek:

- Cancellation of the landlord’s 10 Day Notice to End Tenancy pursuant to section 46 of the *Act*.

The landlord seeks:

- An Order of Possession pursuant to a 1 Month Notice to End Tenancy for Cause pursuant to section 55 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties confirmed receipt of each other’s applications for dispute and evidentiary packages. I find that all parties were duly served in accordance with the *Act*. The tenants were represented at the hearing by tenant G.A.M.

### Issue(s) to be Decided

Can the tenants cancel the notices to end tenancy? If not, is the landlord entitled to an Order of Possession?

### Background and Evidence

Tenant G.A.M. (the “tenant”) explained she received two notices to end tenancy. The first notice was a 1 Month Notice to End Tenancy for Cause which was placed on the

tenants' door on June 26, 2018. A second notice to end tenancy in the form of a 10 Day Notice to End Tenancy for Unpaid Rent was also posted on the tenants' door. This 10 Day Notice was posted on July 3, 2018. The tenant said she did not dispute the 1 Month Notice to End Tenancy because she had been informed at a Service BC office that this 1 Month notice was not to be disputed as she currently had filed an application related to the 10 Day Notice.

The tenant acknowledged rent for July 2018 remained unpaid but said the landlord had taken no steps to collect the rent and had then subsequently issued a 10 Day Notice. Both parties agreed the tenants' rent was paid via social services and an, "intent to rent" form was required by the government before funds were released. The landlord confirmed that she had not signed the form. The landlord said she did not want the tenants living in the unit and therefore took no steps to complete the "intent to rent" form. The tenant said rent could not be paid by the government until this form was signed by the landlord.

The tenant confirmed receipt of the landlord's 1 month notice to end tenancy and acknowledged that no steps were taken to dispute it.

### Analysis

Section 47(4) of the *Act* provides that upon receipt of a 1 month notice to end tenancy for cause, a tenant may, within 10 days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. I find that the tenants have failed to file an application for dispute resolution within the 10 days of having received the 1 Month Notice to End Tenancy. Accordingly, I find that the tenants are conclusively presumed under section 47(9)(a) of the *Act* to have accepted that the tenancy ended on the effective date of the notice, in this case, July 31, 2018.

I find it difficult to reconcile why the tenants would only dispute the 10 day notice to end tenancy, despite the fact it was received after the 1 month notice, or why the tenants' would amend their application for dispute and not include an application to dispute the 1 Month Notice. While the tenants' alleged they were instructed not dispute this 1 Month notice to end tenancy, page two of the 1 Month notice states very clearly, "You have the right to dispute this Notice within 10 days after you receive it by filing an Application for Dispute Resolution with the Residential Tenancy Branch or at a Service BC Office...If you do not file an Application within 10 days, you are presumed to accept this Notice and must move out of the rental unit by the date set out on page one of this Notice...If

you do not vacate your landlord can apply for an Order of Possession that is enforceable through the court.”

I am therefore issuing an Order of Possession to the landlord effective 2 days after service on the tenants.

As the landlord was successful in her application for an Order of Possession related to the 1 Month Notice, the tenants’ application to cancel the 10 Day Notice is moot and will therefore not be considered.

### Conclusion

**I am granting the landlord an Order of Possession to be effective two days after notice is served to the tenants.** The landlord is provided with formal Orders in the above terms. Should the tenants fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial 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 4, 2018

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Residential Tenancy Branch