



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KI LOW NA FRIENDSHIP SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC, OLC, LRE, LAT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("*Act*") to cancel a 1 Month Notice to End Tenancy for Cause dated October 9, 2018 ("1 Month Notice"), for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, to suspend or set conditions on the landlord's right to enter the rental unit, site or property, and for authorization to change the locks of the rental unit.

The tenant and an agent for the landlord ("agent") attended the teleconference hearing. At the start of the hearing I introduced myself and the participants. The parties were provided with the opportunity to submit documentary evidence prior to this hearing.

Neither party raised concerns regarding the service of documentary evidence.

Preliminary and Procedural Matters

Pursuant to section 64(3) of the *Act* I amend the tenant's application to replace the name of the corporate landlord agent to the name of the corporate landlord which matches the 1 Month Notice submitted in evidence.

The parties confirmed their email addresses at the outset of the hearing. The parties confirmed their understanding that the decision would be emailed to both parties and that any applicable orders would be emailed to the appropriate party.

Issues to be Decided

- Should the 1 Month Notice be cancelled?

- Should the landlord be directed to comply with the *Act*, regulation or tenancy agreement?
- Should the landlord's right to enter the rental unit, site or property be suspended or limited?
- Should the tenant be permitted to change the locks to the rental unit?

Background and Evidence

The tenant confirmed that he was served with a 1 Month Notice dated October 9, 2018 on October 9, 2018 personally. The tenant did not apply to dispute the 1 Month Notice until October 22, 2018. The tenant did not apply for more time to dispute a 1 Month Notice in the application before me. The effective vacancy date listed on the 1 Month Notice is December 1, 2018. The 1 Month Notice lists two causes and includes details of the causes.

The tenant stated that he thought he had 2 weeks to dispute the 1 Month Notice. The tenant continues to occupy the rental unit.

Analysis

Based on the testimony provided during the hearing, and on the balance of probabilities, I find the following.

Section 47(4) of the *Act* states that the tenant may dispute a 1 Month Notice within 10 days after the date the tenant receives the 1 Month Notice. In the matter before me, the tenant testified that he receive the 1 Month Notice on October 9, 2018 but did not dispute the 1 Month Notice until October 22, 2018. I find the deadline under section 47 of the *Act* to dispute the notice would have been Friday, October 19, 2018. The tenant did not apply until Monday, October 22, 2018 and did not apply for an extension of time to dispute the 1 Month Notice. As a result, and in accordance with section 47(5) of the *Act*, I find that the tenant is conclusively presumed to have accepted that the tenancy ends on December 1, 2018, the effective vacancy date on the 1 Month Notice. Therefore, **I dismiss** the tenant's application in full as the tenant did not apply to dispute the 1 Month Notice within the permitted 10 day timeline under the *Act*.

I do not find it necessary to consider the causes listed in the 1 Month Notice as a result. Section 55 of the *Act* applies and states:

Order of possession for the landlord

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

(a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

[My emphasis added]

Given the above and taking into account that I find the 1 Month Notice complies with section 52 of the *Act*, I must grant the landlord an order of possession. Therefore I grant the landlord an order of possession effective **December 1, 2018 at 1:00 p.m.**

I find the tenancy ends on December 1, 2018 at 1:00 p.m.

Conclusion

I dismiss the tenant's application in full, without leave to reapply.

The tenancy shall end on December 1, 2018 at 1:00 p.m.

The landlord is granted an order of possession effective December 1, 2018 at 1:00 p.m. This order must be served on the tenant and may be enforced in the Supreme Court of British Columbia.

This decision will be emailed to the parties and the order of possession will be emailed to the landlord for service on the tenant.

As the filing fee was waived I do not grant the filing fee.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: November 29, 2018

Residential Tenancy Branch