



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LION HOTEL and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Code      CNC OLC

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on July 30, 2019 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order cancelling a One Month Notice to End Tenancy for Cause, dated July 18, 2019 (the "One Month Notice"); and
- an order that the Landlord comply with the *Act*, regulation, and/or the tenancy agreement.

The Tenant attended the hearing. The Landlord was represented at the hearing by R.K., an agent. Also attended the hearing as witnesses for the Landlord were D.D. and L.L. who did not participate in the hearing. The Tenant and R.K. provided affirmed testimony.

During the hearing, the Tenant advised he has lived in the rental unit for roughly 20 years. The parties agreed the One Month Notice was served on and received by the Tenant on July 18, 2019. It was issued following a fire that occurred in the rental unit. As indicated on the One Month Notice submitted into evidence by the Tenant, and pursuant to section 47(4) of the *Act*, the Tenant had 10 days after receipt to dispute it by making an application for dispute resolution. In this case, the 10<sup>th</sup> day after receipt fell on Sunday, July 28, 2019. As a result, the Tenant had until the following day – July 29, 2019 – to make an application for dispute resolution. However, the *Tenant's Application for Dispute Resolution* and the *Application to Waive Filing Fee*, both of which were submitted into evidence, confirm the Application was not made until July 30, 2019. The Tenant did not request more time to make an application for dispute resolution. Therefore, pursuant to section 46(5) of the *Act*, the Tenant is conclusively presumed to have accepted the tenancy ended on the effective date of the One Month Notice. The

reasons for issuing the One Month Notice are not a relevant consideration under the Act.

Pursuant to section 53 of the *Act*, I find that the effective date on the One Month Notice is corrected to August 31, 2019, and that the tenancy ended on that date. Accordingly, I find that the Tenant is overholding and the Tenant's request for an order cancelling the One Month Notice 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. Having reviewed the One Month Notice, I find it complied with section 52 of the *Act*. Accordingly, I find the Landlord is entitled to an order of possession, which will be effective two (2) days after service on the Tenant.

### Conclusion

The Application is dismissed, without leave to reapply.

By operation of section 55 of the *Act*, I grant the Landlord an order of possession. The order will be effective two (2) days after service on the Tenant. The order 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 27, 2019

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Residential Tenancy Branch