



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      MNRL-S, OPC, FFL, CNE, MNDCT, MNRT, RR, RP, OLC, FFT

### **Introduction**

In the first application the landlords seek an order of possession pursuant to a one month Notice to End Tenancy and a monetary award for unpaid rent.

In the second application the tenant seeks to cancel the one month Notice and for a variety of relief relating to the state of the premises, her work and expenditure to improve or repair the premises, a repair order, a rent reduction and a compliance order.

The landlords allege and the tenant agrees that the tenant's application has not been served on the landlords. As a result, the tenant's application is dismissed, with leave to re-apply, but subject to any restrictions, including time restrictions, imposed by law.

All parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

### **Issue(s) to be Decided**

When was the Notice served on the tenant? Has it resulted in an end to this tenancy?  
What rent is owed?

### **Background and Evidence**

The rental unit is a home on five acres of land on which the tenant kept a variety of animals, including horses.

There is a written tenancy agreement. The tenancy started November 1, 2019 for a fixed term to October 31, 2020. The monthly rent is \$2500.00. The landlords hold a \$1250.00 security deposit.

The landlords testify that they served the tenant with the Notice by registered mail (tracking number shown on cover page of this decision). Canada Post records show the mail was delivered to the tenant on July 20, 2020.

The tenant testifies that to the best of her recollection she did not receive the Notice until August 1, though it may be because she did not check her mail.

The landlords refer to a message from the tenant dated July 23 in which the tenant stated "I've received your notice."

The tenant agrees that outstanding rent, including September 2020 rent, totals \$12,490.92, as alleged by the landlords.

### Analysis

I find that it is most likely the tenant received the Notice by registered mail on July 20, 2020 and that it had come to her attention by July 23.

She has not successfully brought an application to challenge that Notice within the 10 day period permitted by s. 47(5) of the *Residential Tenancy Act* (the "RTA"). As a result she is conclusively presumed to have accepted that the tenancy ends on the August 31, 2020 effective date of the Notice.

This tenancy ended by operation of law on August 31, 2020. The tenant is still in possession and so the landlords are entitled to an order of possession.

The landlords are entitled to a monetary award of \$12,490.92 for unpaid rent to and including occupation rent for September 2020, plus recovery of the \$100.00 filing fee. They will have a monetary order against the tenant in the amount of \$12,590.92.

A portion of the unpaid rent is "affected rent" (coming due between the dates of March 18 and August 17, 2020) under the Residential Tenancy regulations regarding the current CoVid pandemic. The parties are obliged to follow a specified repayment plan imposed by the regulations for that portion of rent. I refer the parties to the Residential Tenancy Branch for specific details.

Conclusion

The tenant's application is dismissed, with leave to re-apply subject to the restrictions noted above.

The landlords' application is allowed. They will have an order of possession and a monetary order against the tenant in the amount of \$12,590.92.

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 17, 2020

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Residential Tenancy Branch