



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      LRE, LAT, OLC, CNC

### Introduction

This hearing dealt with an Application for Dispute Resolution file on January 22, 2021, by the tenant to cancel a One Month Notice to End Tenancy for Cause (the "Notice"), issued on January 5, 2021, to be allowed to change the locks to the rental unit, to suspend or set conditions on the landlord's right and to have the landlord comply with the Act.

Both parties appeared, gave testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

### Preliminary issues

In this matter the first issue that I must considered is whether the tenant filed their application within the statutory time limits pursuant to section 47(4) of the Act.

Tenant testified that they received the Notice on January 9, 2021. The tenant stated it may have been a few days late as they were dealing with family matter.

### Analysis on preliminary issues

Section 47(4) of the Act states,

A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

47(5) of the states,

If a tenant who has received a notice under this section **does not make** an application for dispute resolution in accordance **with subsection (4)**, the tenant  
(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and  
(b) **must vacate the rental unit** by that date.

In this matter the tenant acknowledged they received the Notice on January 9, 2021, I find the tenant had 10 days after it was received to file their application for dispute resolution. I find the last day the tenant had to file their application was January 19, 2021. The tenant's application was filed on January 22, 2021. I find the tenant did not make their application within the statutory time limits. Therefore, it is conclusively presumed that the tenant had accepted the tenancy ended on the effective date of the Notice and must vacate the rental unit.

However, I must consider whether the landlord has met the statutory requirements to end the tenancy.

I have reviewed the Notice filed in evidence, I find the Notice was completed in the approved form and the contents meets the statutory requirements under section 52 of the Act. As the effective date in the Notice was earlier than the Act allowed, February 15, 2020, that date automatically changed to earliest date that complies, which is February 28, 2021.

Based on the above, I find the landlord has met the statutory requirement to end the tenancy. I find the tenancy legally ended on February 28, 2021.

As the tenant has failed to pay rent for March 2021, and the landlord is not agreeable to giving the tenant more time to vacate. I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

I note the tenant indicated if they file an application for review or judicial review if that would give them more time to vacate. The tenant was informed they are entitled to

make these applications; however, if it is only for the purpose of delaying the process that is an abusive of process.

As the tenancy has legally ended, I dismiss the balance of the tenant's application as they are related to the tenancy continuing.

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: March 11, 2021

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Residential Tenancy Branch