



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, FF

### Introduction

The landlord applies for an order of possession pursuant to a one month Notice to End Tenancy for cause dated November 9, 2018 and received by the tenants on November 10.

All three 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

Has the giving of the Notice ended this tenancy?

### Background and Evidence

The rental unit is a one bedroom condominium apartment. There is a written tenancy agreement. The tenancy started July 10, 2018 for a fixed term ending June 30, 2020. The monthly rent is \$2650.00. The landlord holds a \$1325.00 security deposit.

The Notice in question is the approved form. The tenants acknowledge receiving it on November 10, 2018. They did not make an application to dispute the Notice because they did not understand their right to do so and thought they would challenge the landlord's reasons for giving the Notice at this hearing.

### Analysis

Section 47 of the *Residential Tenancy Act* states that a tenant receiving a one month Notice to End Tenancy has ten days in which to make an application to cancel the Notice. Section 47 provides that if a tenant fails to make that application, the tenant is

**conclusively presumed** to have accepted the end of the tenancy in accordance with the Notice.

A tenant's right to dispute the Notice and the consequences of not disputing the Notice are adequately paraphrased on the second page of the approved form under the heading "INFORMATION FOR TENANTS."

A person not well acquainted with the English language who receives such a form is obliged to inform himself or herself of its import.

As a result, the tenants should have informed themselves about the meaning and effect of the Notice and should have applied to cancel the Notice within ten days had they disagreed with the reasons given to end the tenancy.

By s. 47 I am obliged to conclude that this tenancy ended on December 31, 2018 as a result of the Notice and I grant the landlord an order of possession. No monies have been paid as rent or occupation rent for January 2019 and so the order of possession will be an immediate order.

### Conclusion

The landlord's application is allowed. This tenancy ended December 31, 2018. The landlord will have an order of possession. I award the landlord recovery of the \$100.00 filing fee for this application and I authorize him to recover \$100.00 from the security deposit he holds, in full satisfaction of the fee.

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: January 08, 2019

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Residential Tenancy Branch