



DECISION

Dispute Codes MT, CNC, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution for more time to apply to cancel a notice to end tenancy and to cancel a notice to end tenancy.

The hearing was held by teleconference with the tenant attending. The landlord did not attend.

Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to have more time to submit an application to cancel a notice to end tenancy; to cancel a 1 Month Notice to End Tenancy for Cause; and to a monetary order to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to sections 46, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenant submitted into evidence:

- A copy of a 1 Month Notice to End Tenancy for Cause dated December 21, 2009 with an effective vacancy date of January 21, 2010, citing that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; seriously jeopardized the health or safety or lawful right of another occupant or the landlord; put the landlord's property at significant risk; the tenant has engaged in illegal activity that has damaged the landlord's property; adversely affected the quiet enjoyment, security, safety or physical well-being of the landlord; and the tenant knowingly gave false information to prospective tenant or purchaser of the rental unit;
- A typewritten note dated December 15, 2009 –from the landlord telling the tenant to vacate the property immediately;
- A number of notes regarding the circumstances of the tenancy from the tenant's point of view; and
- A note submitted from the tenant dated January 29, 2010 stating the landlord changed the locks on the tenant's rental unit and allowed the tenant to come over the next week to pick up belongings. The statement also indicates the tenant is missing some of his property.

The tenant testified that he was unable to submit his Application for Dispute Resolution via the internet in time and that he was unable to attend to the closed Government Agent to submit his application within the timeframe allowed.

The tenant stated the landlord returned his security deposit in full.

Analysis

The tenant was unable to establish that he faced exceptional circumstances preventing from submitting an Application for Dispute Resolution. I dismiss the tenant's application for more time to apply to cancel the notice to end tenancy.

Despite the failure of the landlord to obtain an Order of Possession in relation to the Notice to End Tenancy for Cause, issued December 21, 2009 and therefore have no legally authority to change the locks on the rental unit, the tenant no longer has access to the rental unit. As a result and as I have dismissed the tenant's application for more time, I dismiss the tenant's application to cancel the notice to end tenancy.

The tenant is at liberty, however, to file an application for compensation for damages or losses under the *Act*, resulting from the landlord's actions.

Conclusion

For the reasons noted above I dismiss the tenant's application in its entirety, without leave to reapply.

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: February 25, 2010.

Dispute Resolution Officer