



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes CNC, CNR, ERP, MT, RP, RR

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is an application to cancel a 10 day Notice to End Tenancy and a one month Notice to End Tenancy, and a request for an order for the landlord to make repairs to the rental unit.

Decision and reasons

On March 2, 2011 the landlord personally served the tenant with a 10 day Notice to End Tenancy for non-payment of rent, and a 1 month Notice to End Tenancy for cause.

I will deal first with the 10 day Notice to End Tenancy.

Sections 46(4) & 46(5) of the Residential Tenancy Act state:

(4) Within 5 days after receiving a notice under this section, the tenant may

(a) pay the overdue rent, in which case the notice has no effect, or

(b) dispute the notice by making an application for dispute resolution.

(5) If a tenant who has received a notice under this section does not pay the rent or 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 to which the notice relates by that date.

In this case the tenant did not pay the rent or make application for dispute resolution within the five day time limit, and therefore she is conclusively presumed to accepted that the tenancy ends on the effective date of the notice and she must vacate the rental unit.

The tenant requested more time to make an application to cancel the Notice to End Tenancy however it is my finding that she did not have reasonable grounds for an extension of time. She claims that she was ill and in and out of emergency however she has provided no evidence in support of his claim.

Further even if an extension was granted, the tenant has admitted that the March 2011 rent, that was to have been paid on March 1, 2011, is still outstanding and she does not know how or when she can pay it.

Therefore it is my decision that I will not grant an extension of time and this tenancy ends pursuant to the 10 day Notice to End Tenancy.

Since this tenancy is ending pursuant to the 10 day Notice to End Tenancy I make no finding regarding the one month Notice to End Tenancy and I will not be issuing any repair orders.

Conclusion

The tenant's application is dismissed without leave to reapply, and I have issued an Order of Possession to the landlord that is enforceable two days after it's served on the tenant.

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 24, 2011.

Residential Tenancy Branch