



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MT, OPC

### Introduction

This hearing dealt with cross applications. The tenant applied to cancel a Notice to End Tenancy for Cause and more time to dispute the Notice to End Tenancy. The landlord applied for an Order of Possession for cause. Both parties appeared at the hearing and were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

### Issue(s) to be Decided

1. Is there a basis to grant the tenant more time to dispute the 1 Month Notice to End Tenancy for Cause?
2. Is the landlord entitled to an Order of Possession for cause?

### Background and Evidence

The tenancy commenced approximately two years ago and the tenant is required to pay rent of \$750.00 on the 1<sup>st</sup> day of every month. On June 28, 2011 the landlord personally served the tenant with both pages of a 1 Month Notice to End Tenancy for Cause (the Notice). The tenant filed an application to dispute the Notice on July 21, 2011. The Notice has a stated effective date of August 1, 2011.

The tenant explained that she waited to file this application as she was trying to negotiate with the landlord in order to continue the tenancy. When the parties could not reach an agreement with respect to having a dog and the tenant filed the application.

The landlord acknowledged she and the tenant had discussions about the issues the landlord wanted resolved but explained the tenant did not agree to make the changes the landlord required.

The parties provided consistent testimony that the tenant attempted to pay rent for August 2011 but the landlord returned the monies to the tenant. The landlord stated that was willing to permit the tenant to occupy the rental unit until August 31, 2011.

### Analysis

When a tenant receives a 1 Month Notice to End Tenancy the tenant has 10 days to dispute the Notice by filing an Application for Dispute Resolution. Section 47 of the Act provides that when a tenant does not dispute a Notice within the required time limit the tenant is conclusively presumed to have accepted the Notice and must vacate the rental unit by the effective date of the Notice.

Section 66 provides that the director may extend a time limit established by the Act “only in exceptional circumstances.” Residential Tenancy Policy Guideline 36 provides examples of circumstances that could be considered exceptional as opposed to excuses.

While parties are encouraged to resolve disputes on their own, the tenant was provided with information on the Notice to End Tenancy that clearly outlines the implications of receiving such a Notice and not filing a dispute with 10 days. I do not find the discussions with the landlord constitute an exceptional reason for not filing an application to dispute the Notice. The tenant was within her rights to dispute the Notice and try to negotiate with the landlord. Therefore, I deny the tenant’s request to an extension.

I have been provided a copy of the Notice to End Tenancy by both parties and I am satisfied that the Notice served upon the tenant is in the approved form and sufficiently completed in a manner that complies with the Act. I have not made any decision as to whether the reasons indicated on the Notice have been substantiated as I have determined the tenant did not dispute the Notice within the required time. Therefore, the tenant must vacate the rental unit and the landlord is entitled to regain possession of the rental unit.

Provided with this decision for the landlord is an Order of Possession effective August 31, 2011. The Order of Possession must be served upon the tenant and may be enforced in The Supreme Court of British Columbia if necessary.

The landlord did not request recovery of the filing fee and I make no order for its recovery.

### Conclusion

The tenant’s application has been dismissed. The landlord’s request for an Order of Possession effective August 31, 2011 has been granted.

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: August 25, 2011.

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Residential Tenancy Branch