



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MT CNR OLC OPR

### Introduction

This hearing dealt with applications by the tenant and the landlord. The tenant applied to cancel a notice to end tenancy, as well as for an extension of time to apply to cancel the notice, and an order that the landlord comply with the Act. The landlord applied for an order of possession. The tenant and two agents for the landlord participated in the conference call hearing.

### Preliminary Issue – Extension of Time

The tenant received the notice to end tenancy for unpaid rent on January 4, 2012. The tenant did not apply to dispute the notice until January 16, 2012. The reason the tenant did not apply to cancel the notice until that date was that the tenant believed she had an agreement with the building manager to pay her rent on January 12 or 13, 2012.

When a tenant receives a notice to end tenancy for unpaid rent, the tenant must either pay the amount in full or apply to dispute the notice within five days of having received the notice. The tenant may only be granted an extension of time to apply to cancel the notice in extraordinary circumstances. In this case, I do not find that extraordinary circumstances prevented the tenant from applying in time. The tenant is therefore not entitled to an extension of time.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?

### Background and Evidence

The tenancy began on July 1, 2009. Rent in the amount of \$840 is payable in advance on the first day of each month. The tenant failed to pay rent in the month of January 2012 and on January 4, 2012 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant did not pay all of the outstanding rent until January 24, 2012. The landlord accepted the payment for use and occupancy only.

Analysis

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant has not paid the outstanding rent and has not applied for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an order of possession.

Conclusion

The application of the tenant is dismissed.

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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 6, 2012.

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Residential Tenancy Branch