



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Boundary Management Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

CNC, MT, and FF

### Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause; for more time to apply to set aside a Notice to End Tenancy for Cause; and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present oral evidence, to ask questions, and to make submissions to me.

The Landlord submitted documents to the Residential Tenancy Branch, copies of which were served to the Tenant. The Tenant acknowledged receipt of the Landlord's evidence and it was accepted as evidence for these proceedings. The Tenant submitted documents to the Residential Tenancy Branch, copies of which were served to the Landlord. The Landlord acknowledged receipt of the Tenant's evidence and it was accepted as evidence for these proceedings.

### Issue(s) to be Decided

Should the Notice to End Tenancy for Cause be set aside; should the Tenant be granted more time to apply to set aside a Notice to End Tenancy for Cause; and is the Tenant entitled to recover the fee filing of this Application for Dispute Resolution?

### Background and Evidence

The Landlord and the Tenant agree that a One Month Notice to End Tenancy for Cause was personally served to the Tenant on December 11, 2012 or December 2012, which declared that the Tenant must vacate the rental unit by January 31, 2013. The parties agree that the reason cited for ending the tenancy on the Notice to End Tenancy was that the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The Tenant filed the Application for Dispute Resolution on January 28, 2013. He stated that he did not file the Application earlier because he has been caring for his ailing

mother; he has had “a lot of things on his mind”; he has been off work for an extended period; he was busy with the Christmas season; and he has been “very stressed”.

### Analysis

Section 66(1) of the *Residential Tenancy Act (Act)* authorizes me to extend the time limit for setting aside a Notice to End Tenancy only in exceptional circumstances. The word “exceptional” means that I am unable to extend this time limit for ordinary reasons. The word “exceptional” implies that the reason for failing to meet the legislated time lines is very strong and compelling. A typical example of an exceptional reason for not complying with the timelines established by legislation, would be that the Tenant was hospitalized for an extended period after receiving the Notice. In the circumstances before me, I do not find that the reasons provided by the Tenant are exceptional reasons for being unable to dispute the Notice to End Tenancy within ten days of receiving the Notice, as they would not have prevented most people from complying with the timelines. I therefore dismiss the Tenant’s application for more time to apply to set aside the Notice to End Tenancy.

Section 47(4) of the *Act* stipulates that a Tenant has ten days from the date of receiving the Notice to End Tenancy to file an Application for Dispute Resolution to dispute the Notice. Section 47(5) of the *Act* stipulates that a Tenant who has received a Notice to End Tenancy and has not filed an Application for Dispute Resolution within ten days of receiving the Notice is conclusively presumed to accept that the tenancy ends on the effective date of the Notice and must vacate the rental unit on that date.

As the Tenant did not file an Application for Dispute Resolution within ten days of receiving the Notice to End Tenancy, I find that he accepted the tenancy ends on January 31, 2013 and that he must vacate on that date. I therefore dismiss his application to set aside this Notice to End Tenancy.

### Conclusion

I find that the Tenant is not entitled to recover the fee for filing this Application for Dispute Resolution, as this application has been without merit. 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 21, 2013

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Residential Tenancy Branch