



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MT, CNR, MNDC

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An order to extent a time limit – Section 66;
2. An Order cancelling a notice to end tenancy – Section 46; and
3. A Monetary Order for compensation - Section 67.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing in person on August 7, 2014 in accordance with Section 89 of the Act. The Landlord did not attend the hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to an extension of a time limit?

Is the notice to end tenancy valid?

Is the Tenant entitled to the monetary amount claimed?

### Background and Evidence

The following is undisputed evidence: The Tenant’s application is dated August 7, 2014. The tenancy started on November 1, 2012. Rent of \$345.00 is payable monthly on the first day of each month. On July 27, 2014 the Tenant received a 10 day notice for unpaid rent (the “Notice”). At the time of receipt of this Notice the Tenant was just out of hospital recovering from an assault that left her with broken bones. The Tenant

also subsequently developed pneumonia and was confined to bed. The Tenant suffers from significant other medical problems. The Tenant seeks more time to make the application to dispute the Notice

The Notice indicates that \$400.00 in rent is owed as of July 1, 2014. The Tenant has paid all rents and seeks an order cancelling the Notice.

The Landlord has charged the Tenant guest fees and the Tenant has provided receipts for these fees paid. The Tenant claims reimbursement of these fees in the amount of \$120.00.

### Analysis

Section 46 of the Act provides that a tenant has 5 days to dispute a notice to end tenancy. Section 66 of the Act provides that a time limit may be extended in exceptional circumstances. Based on the undisputed evidence of medical and health problems that were significant at the time of receiving the Notice I accept that the Tenant made the application as soon as was possible given these exceptional circumstances and is therefore entitled to an extension of time to dispute the Notice.

Section 46 of the Act provides, inter alia, that a landlord may end a tenancy if rent is unpaid on any day after the day it is due. Based on the undisputed evidence of the Tenant I find that all rents were paid and that no rents were owed as indicated on the Notice. As such I find that the Notice is not valid and that the Tenant is entitled to a cancellation of the Notice.

Section 5 of the Residential Tenancy Regulation (the "Regulation") provides that a landlord must not charge a guest fee, whether or not the guest stays overnight. Section 7 of the Act provides that where a landlord does not comply with the Act, Regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. Given the undisputed evidence and receipts indicating that the Landlord

charged the Tenant guest fees contrary to the Act, I find that the Tenant has substantiated an entitlement to \$120.00.

Conclusion

The Notice is cancelled and of no effect.

I grant the Tenant an order under Section 67 of the Act for the amount of **\$120.00**. If necessary, this order may be filed in the Small Claims Court 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: October 08, 2014

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Residential Tenancy Branch

