



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MT, CNC

### Introduction

This hearing was convened in response to an application made November 10, 2014 by the Tenant pursuant to section 66 of the *Residential Tenancy Act* (the “Act”) for an order for more time to make an application to dispute a notice to end tenancy.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions under oath.

### Preliminary Matters

It was noted that the Tenant’s application did not contain the dispute address. The Landlord confirmed the Tenant’s dispute address as the same as the Tenant’s residential address set out in the application. Given that there was no confusion over the dispute address despite the omission I find that the application may be amended accordingly.

The Tenant stated that although the application does not include mention of disputing the notice to end tenancy the Tenant states that this was her intention, that she had difficulties understanding the application form and that when she filled out the form and gave it to the service agency she was not provided any assistance in filling out the form. Although given the opportunity, the Landlord made no submissions on the Tenant’s evidence of intention to dispute the Notice. Based on the Tenant’s undisputed evidence of intention to seek a cancellation of the notice to end tenancy and considering that it would be reasonable to accept such an intention in the face of the time limit claim

already included in the application, I find that it would be reasonable to amend the application to include a claim to cancel the notice to end tenancy.

Issue(s) to be Decided

Is the Tenant entitled to more time to dispute the notice to end tenancy?

Is the notice to end tenancy valid?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Background and Evidence

The tenancy started on October 23, 2013. The Landlord states that on September 9, 2014 the Landlord served the Tenant with a one month notice to end tenancy for cause (the "Notice") by sending the Notice in regular mail to a mail box address provided by the Tenant. The Landlord states that no mail service is provided to residential addresses at this location in the province. The Landlord also states that no other method of service was attempted due to communication issues with the Agent on location.

The Tenant states that she received the Notice on October 31, 2014 when it was given to her by her grandmother who shares the mail box with the Tenant. The Tenant states that her grandmother and the Tenant were not communicating with each other until that time. The Landlord states that the Tenant came and spoke with them when she picked up the mail on this date.

The reason set out in the Notice is as follows: the Tenant breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so. The Landlord states that a letter of the breach was sent by regular mail to the Tenant on August 14 and 27, 2014 requesting that the Tenant provide information on the number of occupants in the unit. The Tenant states that this letter was received on October 31, 2014 and that she contacted her social worker to provide this letter on November 10, 2014. The Parties confirm that this letter was provided to the Landlord

from the social worker yesterday. The Tenant states that the social worker was unable to provide a letter earlier due to work load and time constraints.

### Analysis

Section 47 of the Act provides that a tenant may dispute a notice to end tenancy for cause by making an application for dispute resolution within 10 days after the date the tenant receives the notice. Based on the undisputed evidence that the Tenant received the Notice on October 31, 2014 and considering that the application to dispute the Notice was made on November 10, 2014 I find that the Tenant made the application within the time limit provided under the Act.

Based on the undisputed evidence that the Tenant received the breach letter on October 31, 2014, accepting the credible and undisputed evidence of the Tenant that the information requested by the Landlord was delayed due to the time constraints of the social worker and considering that this information was received by the Landlord on December 16, 2014, and without making a determination on whether a material term was breached, I find that the Tenant did correct the breach within a reasonable time. The Notice is therefore not valid and the Tenant is entitled to a cancellation of the Notice. The tenancy continues.

### Conclusion

The Notice is cancelled and of no effect. 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: December 18, 2014

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Residential Tenancy Branch

