



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Huntingdon Apartments  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, OPC, MNR, MNSD, FF, MT, CNR, CNC, ERP, RP, LRE,  
LAT, RR

There are applications filed by each party. The landlord seeks an order of possession as a result of a notice to end tenancy issued for unpaid rent and a notice issued for cause. The landlord seeks a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee. The tenants seek an order cancelling the notice to end tenancy issued for unpaid rent and an order cancelling the notice to end tenancy issued for cause. The tenant seeks an order allowing them more time to make an application to cancel a notice to end tenancy dated December 289, 2014 and January 2, 2015. If allowed, the tenants also seek an order for the landlord to make emergency repairs for health or safety reasons, an order for the landlord to make repairs to the unit, site or property, an order to suspend or set conditions on the landlord's right to enter the rental unit, an order authorizing the tenant to change the locks, an order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. Both parties confirmed receiving the notice of hearing package submitted by the other party. The tenant has acknowledged receiving the landlord's documentary evidence. The tenant has submitted a copy of the 1 month notice to end tenancy dated December 29, 2014 and the 10 day notice to end tenancy issued for unpaid rent dated January 2, 2015.

On the tenant's preliminary issue of being allowed more time to make an application to cancel a notice to end tenancy, the tenant state, "we are all back to work now and wish to pay the rent arrears."

Residential Tenancy Branch Policy Guideline # 36 speaks to “Extending a Time Period,” and provides in part as follows:

The word “exceptional” means that an ordinary reason for a party not having complied with a particular time limit will not allow an arbitrator to extend that time limit. The word “exceptional” implies that the reason for failing to do something at the time required is very strong and compelling. Furthermore, as one Court noted, a “reason” without any force of persuasion is merely an excuse. Thus, the party putting forward said “reason” must have some persuasive evidence to support the truthfulness of what is said.

Some examples of what might not be considered “exceptional” circumstances include:

- the party who applied late for arbitration was not feeling well
- the party did not know the applicable law or procedure
- the party was not paying attention to the correct procedure
- the party changed his or her mind about filing an application for arbitration
- the party relied on incorrect information from a friend or relative

I find that the tenant has failed to meet the burden of proving there were exceptional reasons giving rise to their late application to dispute the 1 month notice. Accordingly, the tenants’ application for more time to make an application to dispute the notice is hereby dismissed.

As the tenant’s request for more time is denied, the landlord’s 1 month notice to end tenancy dated December 29, 2014 is upheld. The landlord is granted an order of possession effective on January 31, 2015 as per the notice. The order of possession must be served upon the tenants. Should the tenant’s 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.

As the tenancy is at an end I find that the tenant’s application is dismissed.

The landlord also seeks a monetary order for unpaid rent of \$1,095.00 consisting of \$250.00 in December rent arrears and \$845.00 in unpaid rent for January 2015. The tenant confirmed in his direct testimony that rent was in arrears as stated by the landlord.

As the tenant has confirmed rent arrears as claimed by the landlord, I find that the landlord has established a claim for \$1,095.00. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$422.50 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 of the Act for \$722.50 for the balance due.

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: January 29, 2015

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Residential Tenancy Branch

