



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WALL FINANCIAL CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNC

Introduction

The tenant applies to cancel a one month Notice to End Tenancy received April 29, 2015 and for an extension of time to do so.

Issue(s) to be Decided

Do the circumstances justify an extension of time for the tenant to apply to challenge the Notice? If so, does the relevant evidence presented during the hearing show on a balance of probabilities that the ground given for the Notice has been established?

Background and Evidence

The rental unit is a one bedroom apartment. The tenancy started in June 2013. The current monthly rent is \$727.00. The landlord holds a \$355.00 security deposit.

The tenant waited from April 29th until June 9, 2015 to bring her application to challenge the Notice.

At the hearing she testified that the reason for the delay was because she has a condition called dyspraxia. She says that her sister read the Notice and told her to dispute it.

The tenant filed her own unsigned statement with the Residential Tenancy Branch on July 24th identifying her condition and her understanding of its effect. She did not provide the landlord with a copy of that statement.

The landlord's representative points out that it took the tenant 41 days to file her application though the law gives her only ten days to do so. The tenant's condition was unknown to her. She has prospective tenants to view the rental unit.

Analysis Regarding the Request for More Time to Apply

Section 47(4) of the *Residential Tenancy Act* (the “Act”) says that a tenant may dispute a one month Notice to End Tenancy by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

Subsection (5) says that if a tenant who has received such a Notice does not make an application for dispute resolution in accordance with subsection (4), the tenant (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and (b) must vacate the rental unit by that date.

Section 66(1) of the *Act* deals with extensions of time. It says that an extension of time may be granted only in exceptional circumstances.

It was my decision at the hearing to not grant the tenant an extension. The tenant’s condition said to justify the delay was only first mentioned at this hearing and only by her. There is no medical letter or other corroboration of her condition to confirm the diagnosis or to describe manifestations consonant with the delay in question here. The landlord has been given no opportunity to investigate the allegation, not knowing of it until this hearing.

In light of the refusal of an extension of time for the tenant to make her application, the parties reached an agreement that this tenancy will come to an end on August 31, 2015 and that the landlord will have an order of possession for one o’clock on that date.

Conclusion

The application is dismissed.

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: July 30, 2015

Residential Tenancy Branch

