



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MT

Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end this tenancy. Both parties participated in the conference call hearing.

Issues to be Decided

Is the tenant entitled to an extension of time in which to make his application?
If so, should the notice to end tenancy be set aside?

Background and Evidence

The parties agreed that on August 31, 2015, the landlord served on the tenant a one month notice to end tenancy for cause (the "Notice"). The tenant did not dispute the Notice until September 28 and testified that he was working out of town every weekday and did not read the Notice carefully until late September when he realized that he had to file a dispute, so he took a day off work on September 28 to file the dispute. The tenant requested an extension of time in which to file his application.

Analysis

Sections 47(4) and (5) of the Act provide that when a tenant receives this type of an eviction notice, he must dispute the Notice within 10 days or he is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. Section 66 of the Act permits me to extend a time limit only in exceptional circumstances.

I find that the circumstances described by the tenant cannot be characterized as exceptional. The tenant was served with a legal document which had implications for his continuing tenancy and it was incumbent upon him to carefully read the document, which had very clear information about the time frame in which he had to dispute the

Notice and the consequences for failing to do so. The tenant understandably did not wish to take time off work to file his application, but this does not make his situation exceptional. Rather, it means that he had to make a choice as to whether lose time from work or leave the Notice undisputed.

I am unable to find that the tenant's circumstances were exceptional and therefore I cannot extend the time to dispute the Notice. I find that the tenant failed to file the dispute within 10 days and is therefore conclusively presumed to have accepted that the tenancy ended pursuant to the Notice.

I find it appropriate to set the end of tenancy date at December 31, 2015. The obligations of the parties, including payment of rent, will continue throughout the tenancy.

Conclusion

The application is dismissed. The tenancy will end on December 31, 2015.

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 02, 2015

Residential Tenancy Branch

