



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the "Act"), to allow a tenant more time to make an application to cancel a notice to end tenancy and to cancel 1 Month Notice to End Tenancy for Cause issued on May 18, 2016, with an effective vacancy date of June 30, 2016.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Preliminary procedure

The first thing that I must consider is whether or not to grant the tenant's application to allow a tenant more time to make an application to cancel a notice to end tenancy.

Under exceptional circumstances, Section 66 of the *Act* allows the Director to extend the time limit for starting a proceeding. Exceptional circumstances include such issues as the party had been incapacitated due hospitalization or some catastrophic event that has prevented the party from filing their application within the time period permitted under the *Act*.

The tenant testified that when they received the notice to end tenancy that the landlord left a note indicating that they would like to speak to them. The tenant stated that it gave them the impression the landlord was not going to proceed with the notice to end tenancy. The tenant stated that they were unable to meet with the landlord that would work with their work schedule and when they called the head office of the landlord's they were informed that they should dispute the notice. Filed in evidence is the original note, which I have reviewed.

In this case, I find the tenant has not provided any evidence of an exceptional circumstance. The note left by the landlord with the notice to end tenancy, does not give the tenant any reason to believe that they were not proceeding with the notice to

end the tenancy. The note simply says the landlord would personally like to speak to the tenant, which is not unreasonable when the tenancy is ending.

Further, there is nothing suggested or written in the note left by the landlord that would give the tenant any reason to assume that the tenancy would continue. I find the tenant's unfounded assumptions based on the note are unreasonable. Therefore, I deny the tenant's request to be allowed more time to make an application to cancel the notice to end tenancy. The tenant's application is dismissed.

As the tenant's application has been dismissed, I find the landlord is entitled to an order of possession, pursuant to section 55 of the Act.

The landlord's agent stated that they have accepted occupancy rent for the month of July, 2016, and agree to extend the effective vacancy date to July 31, 2016. The landlord stated they are not agreeable to any further extension.

I find it appropriate to extend the effective vacancy date in the Notice to July 31, 2016. Therefore, I find the landlord is entitled to an order of possession effective on the above extended vacancy date. This order must be served on the tenants and may be filed in the Supreme Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The tenant's application is dismissed. The landlord is granted an order of possession on the above extended vacancy date.

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 13, 2016

Residential Tenancy Branch