



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HUDSON PACIFIC PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

On March 21, 2017, the Tenant submitted an Application for Dispute Resolution asking that a 1 Month Notice to End Tenancy for Cause ("the Notice") be cancelled.

The matter was set for a conference call hearing. Both parties appeared at the hearing. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenant spelled the Landlord's name incorrectly within the Application. The spelling of the Landlord's name is corrected in this Decision.

Issues to be Decided

- Did the Tenant apply to dispute the Notice on time?
- Can the time limit to make an Application to dispute the Notice be extended?

Background and Evidence

The Landlord testified that she served a 1 Month Notice To End Tenancy For Cause to the Tenant on January 11, 2017, by posting it to the Tenant's door. The 1 Month Notice has an effective date of February 11, 2017.

The Landlord selected the following reasons for ending the tenancy:

*Tenant has allowed an unreasonable number of occupants in the unit /site
Tenant or a person permitted on the property by the Tenant has:*

- *Significantly interfered with or unreasonably disturbed another occupant or the Landlord*

- *Seriously jeopardized the health or safety or lawful right of another occupant or the Landlord*
 - *Put the Landlord's property at significant risk*
- Tenant has engaged in illegal activity that has, or is likely to:*
- *Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the Landlord*
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written Notice to do so*

The Tenant confirmed that she received the 1 Month Notice on her door sometime around January 11, 2017.

The Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch. If a Tenant does not file an Application within 10 days, the Tenant is presumed to accept the Notice and must move out of the rental unit or vacate the site by the date set out on page 1 of the Notice. If the Tenant does not file an Application, move or vacate, the Landlord can apply for an Order of Possession that is enforceable through the court.

The Tenant applied to dispute the Notice on March 21, 2017.

The Tenant has requested more time to make an application to cancel the 1 Month Notice.

Section 66 of the Act states that the director may extend a time limit established by the Act in exceptional circumstances; however, the director must not extend the time limit to make an application to dispute a notice to end tenancy beyond the effective date of the Notice.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 53 of the Act states that if a Landlord or Tenant gives notice to end a tenancy effective on a date that does not comply with this Division, the notice is deemed to be changed to be the earliest date that complies with the section.

Pursuant to section 53 of the Act, the effective date of the 1 Month Notice changes from February 11, 2017, to be February 28, 2017.

The Tenant made application to dispute the Notice on March 21, 2017, which is beyond the effective date of the 1 Month Notice.

The Tenant's request for more time to make an application to cancel the notice is denied. I dismiss the Tenant's Application to cancel the 1 Month Notice dated January 11, 2017.

Pursuant to section 47(5) of the Act, the Tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice.

Under section 55 of the Act, when a Tenant's application to cancel a notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession. I find that the 1 Month Notice complies with the requirements for form and content.

I find that the Landlord is entitled to an order of possession. This order may be filed in the Supreme Court and enforced as an order of that Court.

The Landlord agreed to allow the Tenant more time to vacate the rental unit. The Landlord requested an order of possession effective May 31, 2017.

Conclusion

The Tenant's request for more time to make an application to dispute a notice to end tenancy is denied.

The Tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice.

I grant the Landlord an order of possession effective no later than 1:00 pm on May 31, 2017, after service on the Tenant. The Tenant must be served with the order of possession. Should the Tenant 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.

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: April 21, 2017

Residential Tenancy Branch