



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNR, CNC, OPC, OPR, MNR, FF

Introduction

The landlord and the tenant convened this hearing in response to applications.

The landlords' applications are seeking orders as follows:

1. For an order of possession;
2. For a monetary order for unpaid rent; and
3. To recover the cost of filing the application.

The tenant's application is seeking orders as follows:

1. To be allowed more time to dispute a notice to end tenancy;
2. To cancel a One Month Notice to End Tenancy for Cause;
3. To cancel a 10 Day Notice to End Tenancy for Unpaid rent;
4. To have the landlords make emergency repair; and
5. To recover the cost of filing the application.

Both parties appeared, gave affirmed 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 and procedural matters

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances I have three applications before me. I find that not all the claims on these Applications for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant's request to be allowed more

time to dispute a notice to end tenancy; and if granted the notices to end tenancy and the landlord's request for an order of possession.

Issues to be Decided

Should the tenants be granted more time to be allowed to make an application to dispute the notices to end tenancy?

Should the notices be cancelled or upheld?

Are the landlords entitled to an order of possession?

Background and evidence

The parties agreed on the following facts;

The tenancy began on October 1, 2013. The tenants satisfied the purchase agreement for the manufacture home. Rent in the amount of \$200.00 was payable on the first of each month.

The tenants were served with a One Month Notice to End Tenancy for Cause, on November 1, 2017

The tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent, on November 21, 2017

The tenants testified that they did not make their application to dispute either notices to end tenancy until December 15, 2017. The tenants testified that they did not fully understand the process and the did not qualify for a fee waiver and had to wait until payday.

Analysis

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

The first issue I must determine is whether to grant the tenants more time to make an application to dispute the notices to end tenancy.

Director's orders: changing time limits

59 (1) The director may extend a time limit established by this Act only in exceptional circumstances, other than as provided by section 52 (3) [*starting proceedings*] or 74 (4) [*decision on application for review*].

(2) Despite subsection (1), the director may extend the time limit established by section 39 (4) (a) [*landlord's notice: non-payment of rent*] for a tenant to pay overdue rent only in one of the following circumstances:

(a) the extension is agreed to by the landlord;

(b) the tenant has deducted the unpaid amount because the tenant believed that the deduction was allowed for emergency repairs or under an order of the director.

(3) The director must not extend the time limit to make an application for dispute resolution to dispute a notice to end a tenancy beyond the effective date of the notice.

In this case, the tenants were served with the One Month Notice to End Tenancy For Cause on November 1, 2017, I find the tenants had until November 10, 2017 to file their application to dispute the notice

The tenants were served with a 10 Day Notice to End Tenancy for Unpaid rent, on November 21, 2017, I find the tenants had until November 26, 2017, to file their application to dispute the notice.

The tenants did not make their application until December 15, 2017, which is outside the statutory time limits for both of the notices to end tenancy.

I find the tenants have not provided any evidence of an exceptional circumstance, such as hospitalization. Simply not fully understanding the process is not an exceptional circumstance as the notices they received had sufficient information.

Further, even if the tenants were denied a fee waiver that does not grant them an extension of the statutory time limits set out in the Act.

Based on the above, I find the tenants have not provided an exception circumstance that prevented them from making their application on time. Therefore, I decline to grant the tenants more time to make those application.

The tenants' application to cancel the notices to end tenancy is dismissed.

48 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the manufactured home site if

(a) the landlord's notice to end tenancy complies with section 45 [*form and content of notice to end tenancy*], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I have reviewed the notices to end tenancy; I find the notices to end tenancy comply with section 45 of the Act.

I find that the landlords are entitled to an order of possession, pursuant to section 48 of the Act, effective **two days** after service on the tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

Then tenants' application is dismissed. The landlord is granted an order of possession.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: February 02, 2018

Residential Tenancy Branch