



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MT, CNL, PSF, OLC,

### Introduction

On March 12, 2018, the Tenants applied for dispute resolution under the *Residential Tenancy Act* ("the Act") for more time to dispute a notice to end tenancy. The Tenants also requested an order that the Landlord comply with the Act, and for the Landlord to provide services and facilities required by law.

The matter was set for a conference call hearing. The Tenant and Landlord's agent ("the Landlord") attended the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing. The parties confirmed that they exchanged the documentary evidence that is before 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.

### Issues to be Decided

- Should the Tenant be granted more time to dispute a 2 Month Notice To End Tenancy For Landlords Use of Property?

### Background and Evidence

The parties testified that the tenancy commenced on September 11, 2017, as a month to month tenancy. Rent in the amount of \$875.00 is due to be paid to the Landlord by the 11th day of each month. The Tenant paid a security deposit of \$200.00 to the Landlord. There is no written tenancy agreement.

The Landlord testified that the Tenant was issued a 2 Month Notice To End Tenancy For Landlord's Use Of Property ("the 2 Month Notice") on December 28, 2017.

The Tenant confirmed that he received the 2 Month Notice from the Landlord on December 28, 2017.

The 2 Month Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 15 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 15 days, the Tenant is presumed to accept the Notice and must move out of the rental unit or vacate the site by the effective date set out on page 1 of the Notice.

The 2 Month Notice issued by the Landlord has an effective date of February 28, 2018.

The Tenant disputed the 2 Month Notice on March 12, 2018.

The Tenant's Application includes a request for more time to to make an application to cancel a notice to end tenancy. The Tenant was asked to provide reasons why he did not dispute the 2 Month Notice within 15 days of receiving the Notice. The Tenant testified that it took him time to figure out the rules and how to dispute the Notice.

### Analysis

Section 66 of the Act addresses extensions to time limits established by the Act. This section provides that the director may extend a time limit established by this Act only in exceptional circumstances. **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.** [my emphasis]

Section 49(9) of the Act states:

*If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (8), 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.*

Based on the evidence and testimony before me I make the following findings:

The Tenant received the 2 Month notice on December 28, 2017, and disputed the Notice on March 12, 2018. I find that the 2 Month Notice has an effective date of February 28, 2018. Section 66 of the Act specifically states that 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. I find that the Tenants' request for an extension of time to dispute the 2 Month Notice was made beyond the effective

date of the 2 Month Notice. The Tenant's request for more time to make an application to cancel a notice to end tenancy is dismissed.

I find that the Landlord is entitled to an order of possession of the rental unit, pursuant to section 55 of the Act. I grant the Landlord an order of possession 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. The Tenants are cautioned that costs of such enforcement are recoverable from the Tenants.

### Conclusion

The Tenants received a 2 Month Notice To End Tenancy For Cause and did not file to dispute the Notice until after the effective date of the Notice.

Section 66 of the Act does not allow for an extension of time to dispute a notice to end tenancy beyond the effective date of the notice.

The Tenant's application is dismissed. The Tenants are presumed under the law to have accepted that the tenancy ended on February 28, 2018, the effective date of the 2 Month Notice.

The Landlord is granted an order of possession effective two (2) days, after service on the Tenants.

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 23, 2018

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Residential Tenancy Branch