



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT LIMITED PARTNERSHIP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, MT

### Introduction

This decision pertains to the tenant's application for dispute resolution made on June 7, 2018, under the *Residential Tenancy Act* (the "Act"). The tenant sought the following: (1) more time to dispute a One Month Notice to End Tenancy for Cause (the "Notice") after the time to dispute the Notice expired; and, (2) an order to cancel the Notice.

The tenant and the landlord's agent attended the hearing before me and were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The parties did not raise any issues respecting service of documents. During the hearing, I confirmed the correct spelling of the landlord with the landlord's agent, and the correct spelling is reflected on this Decision.

While I have reviewed all oral and documentary evidence submitted, only relevant evidence pertaining to the issues of this application is considered in my decision.

I note that section 55 of the Act requires that when a tenant applies for dispute resolution seeking to cancel a notice to end tenancy issued by a landlord, I must consider if the landlord is entitled to an order of possession if the application is dismissed and the landlord's notice to end tenancy complies with the Act.

### Issues to be Decided

1. Is the tenant entitled to more time to dispute the Notice after the time in which to dispute the Notice had expired?
2. Is the tenant entitled to an order to cancel the Notice?
3. If the tenant is not entitled to an order to cancel the Notice, is the landlord entitled to an order of possession?

### Background and Evidence

The tenant sought an extension of time in which to be permitted to dispute the Notice, pursuant to section 66(1) of the Act.

The tenant testified that she received the Notice on or about May 14, 2018, the date on which the landlord served the Notice by posting it on the tenant's door. The Notice had an effective end of tenancy date of June 30, 2018. The Notice explained that she had ten days to file an application for dispute resolution.

The tenant did not apply for dispute resolution until June 7, 2018, and explained that her anxiety, with which she suffers from considerably, "took complete control" of her and that she suffers from anxiety attacks. She was rushed to hospital on April 30, 2018, on account of the stress and anxiety from having received the Notice. During the hearing, the tenant appeared to have difficulty with her anxiety, apologizing for trying her best to keep it under control. The landlord's agent did not comment on or dispute the tenant's submissions on this issue.

The tenant commenced her tenancy on October 1, 2009. A written tenancy agreement (the "Agreement"), signed by the tenant and a representative of the landlord, was submitted into evidence.

The landlord's agent testified that clause 2.15 of the Agreement, titled "No Pets" states that "No pet, animal, bird or reptile shall be brought in or kept upon the premises, without the written consent of the Landlord first had and obtained."

On April 20, 2018, the agent testified that the landlord became aware of a dog in the tenant's rental unit. The landlord issued a letter, on that same date, to the tenant stating that she needed the approval and written consent of the landlord to have a dog.

A few days later, on April 23, the tenant sent a letter to the landlord in which she requested permission to keep the dog, and in the letter noted that her mixed-breed dog would eventually reach an adult weight of 100-110 pounds. Later that day, after having reviewed the tenant's request for a dog, the landlord issued a letter in which they denied permission for the tenant to keep the dog on the basis that they do not accept dogs of that size on the property, and that the dog had to go.

Several days later, the tenant sent correspondence to the landlord regarding the dog being a service animal. Both the tenant and the agent testified that it turned out that the

dog was not a service animal under the *Guide Dog and Service Dog Act*, and that the tenant was scammed by a company that issued fake permits.

The agent and his co-worker R.A. attended on May 9 to the rental unit to inspect and confirm whether the dog was gone. It was not.

The agent testified that on May 14, 2018, the agent and R.A. served the Notice on the tenant by posting it to her door at approximately 3:55 p.m. The reason for the Notice being issued, indicated on page 2 of the Notice, is that there is a "Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so." Under the *Details of Cause(s)* section of the Notice, the landlord wrote that "The tenant breached the pet policy by obtaining a dog without the landlord's written permission, in breach of section 2.15 of her lease." The tenant testified and acknowledged that she obtained the dog without the landlord's written consent and that the dog currently resides in the rental unit.

### Analysis

Section 66(1) of the Act states that an arbitrator "may extend a time limit established by this Act only in exceptional circumstances."

While the tenant no doubt suffers from anxiety, the tenant did not submit any medical or documentary evidence establishing that (a) she suffers from anxiety, and (b) that her anxiety impacted or prevented her from responding to the Notice which she received 14 days *after* she was rushed to hospital. She testified that she was able to attend to the landlord's office after that, in fact.

Having carefully reconsidered the testimony of the tenant, I do not find that there existed exceptional circumstances under which I may extend the time limit for her to dispute the Notice, pursuant to section 66(1) of the Act. As such, I dismiss the tenant's application for dispute resolution without leave to reapply.

Section 55(1) of the Act states that if a tenant applies to dispute a landlord's notice to end tenancy and their application for dispute resolution is dismissed, or the landlord's notice is upheld, the landlord must be granted an order of possession if the notice complies with all the requirements of section 52 of the Act.

Section 52 of the Act requires that any notice to end tenancy issued by a landlord must (1) be signed and dated by the landlord, (2) give the address of the rental unit, (3) state

the effective date of the notice, (4) state the ground(s) for ending the tenancy, and (5) be in the approved form.

Having reviewed the Notice issued on May 14, 2018, I find that it complies with section 52 of the Act, and as such I grant the landlord an order of possession.

### Conclusion

I dismiss the tenant's application without leave to reapply.

The landlord is entitled to an order of possession effective two days from the date on which the order is served on the tenant, pursuant to section 55(1) of the Act. This order may be filed in, and enforced as an order of, the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: August 3, 2018

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Residential Tenancy Branch