



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SIDDOO PROPERTIES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MT CNC

Introduction

This hearing was convened in response to an application by the tenant filed October 26, 2018 to cancel a 1 Month Notice to End Tenancy for Cause (Notice to End) dated September 19, 2018 with an effective date of October 31, 2018.

The landlord provided proof of service evidence they served the Notice to End on September 19, 2018 by placing it in the tenant's mail slot. It is undisputed by the parties the Notice to End was served September 19, 2018 by its placement in tenant's mail slot and as the method by which the tenant received it. As the tenant filed their application later than prescribed by the Act the tenant has requested more time to make this application to cancel the landlord's Notice to End.

Both the tenant and the landlord appeared in the conference call hearing and each participated in the hearing via their prior submissions and their testimony. At the outset of the hearing the parties were afforded opportunity to mutually resolve their dispute to no avail. The tenant and landlord each acknowledged receiving all of the evidence of the other as submitted to this proceeding.

Preliminary Matters

The tenant preliminarily asked to adjourn this matter and the landlord opposed

the request. The tenant was permitted to read out a letter reportedly from a doctor reportedly authored a week before the hearing. The letter expressed it would be beneficial for the tenant to remain in the rental unit, however in the alternative for the landlord to allow the tenant a transfer to another of their rental units pending acceptance into socially administered housing (BC Housing). The tenant's preliminary request was generally denied as prejudicial to the landlord and of dubious benefit in resolving the matter in dispute.

This hearing was scheduled, in part, to deal with the tenant's application to be allowed more time *to file an application to cancel a Notice to End*. Section 66 of the Act states that the director may extend a time limit established by the Act *only* in "exceptional circumstances". A tenant's application for an extension of time to file an application to cancel a Notice to End Tenancy may be granted if the tenant has proof that there were serious and compelling reasons for not filing the application within 10 days of receiving the Notice to End as stated by Section 47 of the Act and is further stated within the Notice to End of this matter.

The tenant testified that after they received the landlord's Notice to End they indeed read it then attended to securing an appointment with their physician and applications for housing, summing information together; attending to a broken tooth and awaiting a certain response from the landlord. I find the tenant received the landlord's Notice to End September 19, 2018 and subsequently filed to dispute the Notice 5 weeks later. On reflection of the above I do not find the tenant's reasons for not filing an application disputing the landlord's Notice to End within the required 10 days to do so to be compelling or exceptional in the described circumstances. The tenant has not provided proof of serious or compelling reasons for not filing her application on time and therefore I must dismiss her application for an extension of time. Therefore, the tenant's application for an extension of time to cancel the Notice to End tenancy is **dismissed**, and the application to cancel the Notice to End will not be heard.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession pursuant to the provisions of Section 55(1) of the Act?

Background and Evidence

The landlord stated that they ultimately sought to end the tenancy but was agreeable to doing so with a view to accommodating the tenant's needs to the reasonable extent of their ability to do so.

Analysis

Section 55(1) of the Act states that if I dismiss the tenant's application or uphold the landlord's Notice to End I must grant the landlord an Order of Possession if the landlord's Notice to End tenancy complies with Section 52 *[form and content of notice to end tenancy]* of the Act. I find the landlord's Notice to End complies with the form and content required by **Section 52** of the Act and in that respect is valid. Therefore, having dismissed the tenant's application I must grant the landlord an Order of Possession.

As the effective date of the Notice to End (October 31, 2018) has passed,

I grant the landlord an Order of Possession **effective 2 days from the day it is served** on the tenant. The tenant must be served with this Order of Possession however it must be known that the landlord has some discretion as to when they serve the Order. 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.

Conclusion

The Tenant's application is **dismissed** without leave to reapply.
The landlord is given an Order of Possession in the above terms.

This Decision is final and binding.

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: December 05, 2018

Residential Tenancy Branch