



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CRESANT BEACH HOUSING  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes

**CNC FFT LAT LRE MT**

### Introduction

This hearing dealt with an Application for Dispute Resolution filed by the tenant under the Residential Tenancy Act (the “Act”) to allow a tenant more time to make an application to cancel a notice to end tenancy, to cancel One Month Notice to End Tenancy for Cause, issued on March 15, 2019 (the “Notice”), to suspend or set conditions on the landlord’s right to enter the rental unit, to be allowed to authorized to change the locks for the return of personal property and to recover the filing fee.

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

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 the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on this Application 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 make an application to cancel a notice to end tenancy, and if granted, the tenant’s application to cancel the Notice. The balance of the tenant’s application is dismissed, with leave to reapply.

### Issues to be Decided

Should the tenant be allowed more time to make an application to cancel a notice to end tenancy?

Should the Notice be cancelled?

### Background and Evidence

The tenant testified that they received the Notice on March 15, 2019. The tenant stated they did not make their application within the 10 days' timeframe because they were sick, stressed, and harassed. The tenant provided no documentary evidence to support their testimony.

### Analysis

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

#### **Director's orders: changing time limits**

**66** (1) The director may extend a time limit established by this Act only in exceptional circumstances, other than as provided by section 59 (3) *[starting proceedings]* or 81 (4) *[decision on application for review]*.

The tenant received the Notice on March 15, 2018, under the Act the tenant had ten days to make an application to dispute the Notice. I find the tenant had until March 25, 2019, to file their application. The tenant filed their application on April 3, 2019, which is outside the statutory limit.

The tenant applied in their application to be allowed more time to make an application to cancel the Notice; however, I find the tenant has not met the burden of proof that an exceptional circumstance occurred that prevented them from filing their application on time. The tenant provided no documentary evidence that they were sick for the entire time they had to dispute the Notice and that the sickness was exceptional, such as being hospitalized. Further, stress and being harassed is not an exceptional circumstance.

Based on the above, I find the tenant's application to be allowed more time to make an application to dispute a notice to end tenancy must be dismissed.

Since I have dismissed the tenant's application to be allowed more time to make an application to cancel a notice to end tenancy, I find it is not necessary to consider the merits of the Notice. However, I find that I must consider whether the landlord has met the statutory requirements under the Act to end the tenancy.

I accept the evidence of the landlord that the Notice was completed in accordance with Part 4 of the Act - How to End a Tenancy, pursuant to section 47 of the Act. A copy of the Notice was filed in evidence for my review and consideration.

I find the Notice was completed in the approved form and the contents meets the statutory requirements under section 52 the Act.

Further, I accept the evidence of both parties that the tenant was served with the Notice in compliance with the service provisions under section 88 of the Act.

Based on the above, I find the landlord has met the statutory requirements under the Act to end a tenancy.

Further, as the tenant did not dispute the Notice within the statutory time limit under the Act, I find the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date which was April 30, 2019.

Since I have dismissed the tenant's application to cancel the Notice, and I have found the landlord has met the statutory requirements under the Act to end the tenancy. I find the landlord is entitled to an order of possession pursuant to section 55 of the Act.

The landlord has accepted occupancy rent for May 2019; I find it appropriate to extend the effective date of the Notice to May 31, 2019. Therefore, I find that the landlord is entitled to an order of possession **effective May 31, 2013 at 1:00 P.M.** This order must be served on the tenant and may be filed in the Supreme Court.

The tenant was unsuccessful with their application. Therefore, I find the tenant is not entitled to recover the cost of the filing fee.

### Conclusion

The tenant's application is dismissed. The landlord has met the statutory requirements to end the tenancy and 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 *Residential Tenancy Act*.

Dated: May 17, 2019

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Residential Tenancy Branch