



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BAYSIDE PROPERTY LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNC, LAT

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to be allowed more time to make an application to cancel and notice to end tenancy, to cancel a One Month Notice to End Tenancy for Cause, issued on May 27, 2019, and to be allowed to change the locks.

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

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Preliminary and Procedural issues

The first matter I must determine is whether the tenant should be allowed more time to make an application to cancel a notice to end the tenancy.

In this case, the tenant acknowledged they were served with a One Month Notice to End Tenancy for Cause on May 27, 2019. Under the legislation the tenant had ten days to dispute the notice to end tenancy. The tenant did not file an application for dispute resolution until June 19, 2019, which is outside the statutory time limit.

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 testified that they were in the hospital for four days. The tenant stated that they do not remember what days those were. The tenant stated that they have filed medical evidence, which I have reviewed and considered.

The medical documents provided does not support the tenant was in the hospital for any length of period. The medical documents show the tenant was at the emergency department on June 4, 2019, and was not admitted for treatment the document is dated June 17, 2019.

While the tenant may have been in the hospital, I cannot determine if the tenant was hospitalized between May 27, 2019 and June 6, 2019, since no dates or documentary evidence were provided to show they were hospitalized during the time they had to make their application.

I find the tenant has failed to prove an exceptional circumstance that prevented them from make their application on time. Therefore, I dismiss the tenant's application to be allowed more time to make an application to cancel a notice to end tenancy.

As I have dismissed the tenant's application, I must consider if the landlord has met the statutory requirements under the Act to end the tenancy. I find the Notice is in the approved form and meets the requirements of section 52 of the Act.

The tenant did not apply to dispute the Notice within the statutory time limit and is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice, which was June 30, 2019.

I find that the landlord is entitled to an order of possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

In this matter the landlord has accepted a portion of occupancy rent for August 2019. The landlord agreed that if the balance of rent owed of \$300.00 (this does not include any disputed balance owed) is paid forthwith, they will not enforce the two days order of possession until August 31, 2019.

Conclusion

The tenant's 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 *Residential Tenancy Act*.

Dated: August 02, 2019

Residential Tenancy Branch