



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNL, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to dispute a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") and I need more time to dispute this notice.

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.

In this case, I have removed JP from the style of cause. JP is the child of the tenant and is not a tenant under the Act.

Issue to be Decided

Should the tenant be granted more time to dispute the Notice?

Background and Evidence

The tenant testified that they received the Notice on or about February 1, 2021 and filed their Application for Dispute Resolution on March 3, 2021. The tenant stated they did not read the Notice and did not realize they only had 15 days to file their dispute.

The landlord seeks an order of possession. The landlord stated that they will give the tenant until June 30, 2021 to vacate and that rent for June is not required to be paid as that will be the tenant's compensation under the Act.

Analysis

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

In this case the tenant received the Notice on February 1, 2021. I find the tenant had 15 days to dispute the Notice, I find the last day the tenant had to make their application was February 16, 2021. The tenant did not make their application until March 3, 2021, which is outside the statutory time limit.

The tenant made an application to be allowed more time to make this application. Under Section 66 of the Act, the director may extend a time limit established by this Act only in exceptional circumstances. This would mean something that was not within control of the party, such as being in the hospital during the statutory time period.

In case, I cannot accept that failing to read the Notice is an exceptional circumstance. I find I cannot grant the tenant more time to dispute the Notice for this reason. Therefore, I dismiss the tenant's application for more time. As the tenant was not successful, I find the tenant is not entitled to recover the filing fee from the landlord.

Although I have dismissed the tenant's application. I must still determine if the landlord has met their 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 49 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. The Notice was received by the tenant on February 1, 2021 and was not disputed within the statutory time limit. Under section 49(9)(a) of the Act the tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the notice and must vacate the rental unit by that date.

I am satisfied based on the evidence before me, that the landlord has met the statutory requirements under the Act to end a tenancy.

As the effective date of the Notice has passed. The landlord agreed to give the tenant until June 30, 2021 to vacate the premises. Therefore, I find that the landlord is entitled

to an order of possession, pursuant to section 55 of the Act, effective **1:00 PM June 30, 2021**. A copy of this order must be served upon the tenant.

This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The tenant failed to dispute the Notice. The tenant's application to be allowed more time to dispute the Notice is dismissed.

The landlord is granted an order of possession on the above noted date.

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: June 10, 2021

Residential Tenancy Branch