



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Island Networks Inc
and [tenant name suppressed to protect privacy]

DECISION

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a one month notice to end tenancy for cause - Section 47;
2. An Order restricting the Landlord’s entry - Section 70;
3. A Monetary Order for emergency repairs - Section 67; and
4. A Monetary Order for compensation - Section 67.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matters

Rule 2.3 of the Residential Tenancy Branch (the “RTB”) Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. As the claims for monetary amounts and the claim restricting the Landlord’s entry are not related to whether or not the tenancy ends, I dismiss these claims with leave to reapply.

The Tenant confirms that the person named on their application as Tenant JW is not a tenant on the tenancy agreement.

Issue(s) to be Decided

Has the Tenant disputed the notice to end tenancy within the time allowed?

Background and Evidence

The Tenant states that they are disputing a notice to end tenancy for cause (the "Notice") given in May 2022. It is noted that no copy of this Notice was provided by the Tenant. The Landlord confirms that they gave the Tenant a notice to end tenancy for unpaid rent and a notice to end tenancy for cause both dated May 24, 2022 in person on May 25, 2022. The Landlord confirms that both of these notices were provided on an approved RTB form. The Tenant is unsure why they waited for nearly a year to dispute the Notice but that they have various disability or mental health issues. The Tenant states that they did not dispute the notice for unpaid rent and that the rent was paid. The Landlord submits in its evidence provided to the RTB that the agreement for the unit is under a commercial tenancy agreement.

Analysis

Section 47 of the Act provides that a notice to end tenancy for cause must be disputed within 10 days receipt of the notice. Section 66 of the Act provides that the director may extend a time limit established by this Act only in exceptional circumstances. The Tenant did not seek an order allowing more time to dispute the Notice. Nonetheless, although the Tenant gave evidence of disabilities or mental health challenges, there is no medical documentation to support this evidence and there is no evidence that the Tenant was unable to obtain help in responding to the Notice since last May 2022. I find therefore that the Tenant has not provided sufficient evidence of exceptional circumstances that prevented the Tenant from disputing the Notice. The Tenant is not entitled to an extension of the time limit to dispute the Notice. As the time has expired to dispute the Notice I dismiss the claim to cancel the Notice. Given the Landlord's submission that the unit is under a commercial tenancy and given the significant length of time that has elapsed since the provision of the Notice with no action taken by the Landlord, I decline to grant the Landlord an order of possession. The tenancy continues until otherwise ended by the Landlord or the Tenant.

Conclusion

The claim for a cancellation of a notice to end tenancy is dismissed.

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: January 19, 2023

Residential Tenancy Branch