



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding ACTION PROPERTY MANAGEMENT GROUP
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was scheduled for 11:00 a.m. on this date, via teleconference call, to deal with a tenant's application for cancellation of a One Month Notice to End Tenancy for Cause ("One Month Notice") and other remedies.

At the commencement of the hearing, the tenant's Advocate and Social Worker were present. The tenant appeared at 11:10 a.m.

The Advocate testified that she sent the hearing package to the landlord via registered mail although she could not locate the receipt.

When the tenant appeared at the hearing, he testified he served the proceeding package by delivering it to the landlord's office.

With reservation, I accepted the landlord was served and I continued to hear from the tenant.

The tenant had applied for an extension of time to make this application. The tenant provided inconsistent statements as to when he received the One Month Notice. In any event, the tenant indicated that if he was late in filing it was because he was not familiar with the process for disputing a One Month Notice and thought he had 30 days to dispute a One Month Notice.

Section 66 of the Act provides that I may extend a time limit in "extraordinary circumstances". Being unfamiliar with the dispute resolution process or incorrect in reading the filing deadline that is on the One Month Notice is not an extraordinary circumstance and I informed the tenant that an extension was not warranted.

In giving the tenant my oral findings and reasons, the landlord's agent connected to the hearing at 11:33 a.m. The landlord's agent stated the landlord wants to withdraw the One Month Notice. The tenant consented to the withdrawal.

By mutual consent, the One Month Notice dated December 27, 2022 is withdrawn and the tenancy continues at this time.

I did not hear or decide any other issue identified on the Application for Dispute Resolution and those matters are dismissed with leave to reapply.

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 19, 2023

Residential Tenancy Branch