

DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) filed on September 3, 2024, for:

- to be allowed more time to dispute a One Month Notice to End Tenancy for Cause (One Month Notice)
- to suspend or set conditions on the landlord's right to enter the rental unit
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) filed on September 9, 2024, for:

- for an order of possession based on the One Month Notice
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Both parties appeared and are noted in the covering page of this Decision.

Tenant's application

The first issue I must decide is whether the Tenant is entitled to more time to dispute the One Month Notice.

The Tenant confirmed that they received the One Month Notice on July 15, 2024, with an effective date of August 31, 2024. The Tenant filed their application on September 3, 2024.

The Tenant describe the reason(s) why the Notice to End Tenancy should be cancelled and why your application is late:

None of these things they accused me of are true. They're also withholding \$654 of my money that they say they will mail to my new address. They posted a

cleaning list that I am expected to complete which I did for their move inspection, and they said they are not going provide me with a reference. They say it smells like cigarettes when the condition of the building is old and run down.

Reproduced as written

The Tenant further submits in their application,

“I was given the impression that I did not need to file for a dispute resolution after saying they can do an inspection to those accusations and not true asking I be fine to keep renting”.

Reproduced as written

The Tenant submits as evidence an email dated July 16, 2024, which states the following

“I will take care of it. Upon checking on our system you have paid rent until September” and shows a rent statement”.

Reproduced as written

The Tenant further submits as evidence a letter to the Tenant dated August 7, 2024, that reads in part

“As you, the tenant have given notice to vacate or been given a Notice to End Tenancy as required by the Residential Tenancy Act, the landlord must offer a tenant an opportunity to schedule the condition inspection report. ... We have chosen these two dates/times to conduct your move out inspection...”

Reproduced as written

Even If I accept the Tenant felt the email of July 16, 2024, gave them the impression that they did not need to dispute the One Month Notice. However, by the letter of August 7, 2024, the Tenant had to have known the Landlord was proceeding with ending their tenancy, as they were preparing the Tenant for the move-out condition inspection report. A pre-move out inspection was scheduled for August 16, 2024, with a final inspection no later than August 31, 2024.

I find the Tenant had the opportunity from August 7, 2024, to August 31, 2024, to file their application for dispute resolution requesting more time to dispute the One Month Notice, before the effective date of the One Month Notice came into effect. The Tenant

did not do so as their application was filed on September 3, 2024, which is beyond the effective date.

Section 66 of the Act states that the **director must not** extend the time limit to make an application for dispute resolution to dispute a notice to end tenancy beyond the effective date. This means because the effective date was August 31, 2024, and the Tenant filed their application on September 3, 2024. I find that section 66 of the Act, does not allow me to consider the Tenant's application for dispute resolution to be allowed more time. Therefore, I dismiss the Tenant's application for more time to dispute the One Month Notice.

I further dismiss the Tenant's application to suspend or set conditions on the Landlord's right to enter the rental unit as the grounds written within their application is not grounds to issue such an order against the Landlord.

As the Tenant's application is dismissed. The Tenant is not entitled to recover the cost of the filing fee.

Issues to be Decided

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

Facts and Analysis

The Tenant confirmed they received the One Month Notice, on July 15, 2024. The One Month Notice complies with section 52 of the Act. The Tenant did not dispute the One Month Notice within 10 days, the statutory time limit. The Tenant's application for more time to dispute the One Month Notice was dismissed for the reasons set out above.

Section 47(5) of the Act states if a tenant who receives the notice under this section does not make an application for dispute resolution in accordance with subsection (4), 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.

I find the One Month Notice is valid and remains in full force and effect. I find the tenancy legally ended on August 31, 2024, the effective date of the One Month Notice.

As the Tenant has paid rent for October 2024. I find it reasonable to give the Tenant until October 31, 2024, to vacate the rental unit. Therefore, I grant the Landlord an Order of Possession effective at 1:00 PM on October 31, 2024.

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee. I authorise the Landlord to keep \$100.00 from the Tenant's security deposit in full satisfaction of this award.

Conclusion

The Tenant's application is dismissed without leave to reapply.

I grant an Order of Possession to the Landlord **effective by 1:00 PM on October 31, 2024, after service of this Order on the Tenant**. Should the Tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I authorise the Landlord to keep \$100.00 from the Tenant's security deposit in full satisfaction to recover the cost of the filing fee.

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: October 18, 2024

Residential Tenancy Branch