



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

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## DECISION

Dispute Codes      CNC, MNRT, MNDCT, RP, PSF, OLC  
                            OPC-DR, FFL

### Introduction

The Tenant filed an application under the *Residential Tenancy Act* (the “Act”) seeking various relief, including an order cancelling a One Month Notice to End Tenancy for Cause (the “Notice”). By way of cross-application the Landlord seeks an order of possession based on the Notice.

A dispute resolution hearing was first held on March 7, 2025, at which time the matter was adjourned at the Tenant’s request and unopposed by the Landlord. On March 31, 2025, the parties were affirmed, and I heard testimony, argument, and submissions from the Tenant and from the Landlord’s two representatives.

It is noted that a witness for the Landlord attended the hearing briefly at the start of the hearing. The witness was excused. The witness then dialled back into the hearing about 45 minutes later but failed to identify herself or their phone number despite being twice asked. I disconnected the witness’ phone from the hearing and “locked” the teleconference hearing to prevent uninvited callers from entering the hearing.

### Preliminary Issue: Severing of Unrelated Matters

Rule 2.3 and Rule 6.2 of the *Rules of Procedure* require that claims made in an application must be related to each other. The arbitrator may use their discretion to dismiss unrelated claims with or without leave to reapply in accordance with Rule 2.3. In these applications, the Tenant’s claims for all relief other than for an order related to the Notice are dismissed *with* leave to reapply.

### Issue

Is the Tenant entitled to an order cancelling the Notice? If not, is the Landlord entitled to an order of possession?

## Background and Evidence

In an application under the Act, an applicant must prove their claim on a balance of probabilities. Stated another way, the evidence must show that the events in support of the claim were more likely than not to have occurred. Although I have fully considered the parties' submissions and the evidence to which they referred, I do not intend to refer in detail to all the evidence or testimony.

The Notice was served on the Tenant on December 18, 2024, at 1:20 PM by being posted on the door of the rental unit. All four pages of the Notice were given to the Tenant. A copy of the Notice was submitted into evidence.

The Tenant made an application for dispute resolution on January 20, 2025. The Residential Tenancy Branch ("RTB") file history pertaining to the Tenant's application indicates that an incomplete paper application had been submitted on January 20, 2025. The Tenant made further updates as requested and on February 11, 2025, the RTB set the matter down for a hearing on March 7, 2025. It is noted that the Landlord made its application for dispute resolution on February 10, 2025.

I asked the Tenant during the hearing about why their application was filed in late January 2025. The Tenant testified that they filed it "on time" but that the RTB told them they had to redo and resubmit the application.

## Analysis

The Notice was given under section 47 of the Act, and a total of six grounds were indicated on page 2 of the Notice.

Section 47(4) of the Act states that a tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

The Notice was served on December 18, 2024. The Tenant's application confirms that the Notice was served on this date, which is consistent with the Landlord's testimony as to the date of service. Under section 47(4) of the Act the Tenant therefore had until December 30, 2024<sup>1</sup> to make an application disputing the Notice.

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<sup>1</sup> The tenth day fell on December 28, 2024, which was on a weekend, which means that the next business day (when the RTB is open) was December 30, 2024, and this considered the "tenth day."

However, the Tenant did not file their application until January 20, 2025, almost three weeks after the section 47(4) deadline. Despite the Tenant's explanation that they filed their application on time, there is no documentary evidence to support that claim. Indeed, the RTB's file notes indicate that nothing was submitted until January 20, 2025. Nor, for that matter is there any information or documentary evidence providing any explanation for why the Tenant filed their application almost three weeks late.

Section 66(1) of the Act states that "The director [or an arbitrator] 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 has, with my utmost respect, not provided any explanation, information, or evidence that there were exceptional circumstances that prevented them from filing an application on time. As such, I am not persuaded to, and thus do not, extend the time limit established under section 47(4) of the Act.

Section 47(5) of the Act states that

If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and (b) must vacate the rental unit by that date.

Applying the law to the facts, it is my finding that the Tenant was conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice (which was January 31, 2025) and that they were required to vacate the rental unit by that date.

Section 55(2)(b) of the Act states that a landlord may request an order of possession when "a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired."

Thus, having found that the Notice was given by the Landlord, that the Tenant did not dispute the Notice in accordance with section 47(4) of the Act, and the time for making that application has long since expired, it follows that the Landlord is granted an order of possession of the rental unit. Having granted an order of possession pursuant to sections 47(5) and 55(2)(b) of the Act it is thus unnecessary for me to consider the merits of the Notice itself.

An order of possession is issued with this decision to the Landlord. The Landlord must forthwith serve a copy of the order of possession upon the Tenant.

Having carefully considered the Tenant's difficult circumstances, I exercise my discretion under section 55(3) of the Act and establish the effective date of the order as April 30, 2025.

The Landlord is granted its claim to recover the cost of the application fee, under section 72 of the Act. A monetary order is issued with this decision to the Landlord.

### Conclusion

The Tenant's application is respectfully dismissed without leave to reapply (except for those claims for relief that were dismissed with leave to reapply).

The Landlord's application is granted, and the Landlord is issued with an order of possession of the rental unit.

This decision is final and binding, except as otherwise permitted under section 79 of the Act and under the *Judicial Procedure Review Act*, RSBC 1996, c. 241, and this decision is made on delegated authority under section 9.1(1) of the Act.

Dated: March 31, 2025

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Residential Tenancy Branch