

DECISION

Dispute Codes CNC, CNR, MNDC, FF

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking more time to file to cancel a Notice to End Tenancy, and orders to cancel a 10 day Notice to End Tenancy for unpaid rent, a one month Notice to End Tenancy for repeated late payment of rent, and other claims.

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 to me.

The 10 day Notice to End Tenancy was issued to the Tenant on August 4, by posting to the door. The Tenant is deemed served 3 days after, on August 7, 2009. The effective date of the Notice was therefore August 17, 2009. The Tenant filed an Application to dispute this Notice, however, he failed to pick up the hearing packages and the Application was cancelled.

The Tenant then filed a second Application for Dispute Resolution on August 18, 2009. He claimed that he was very busy setting up a new company and did not have time to make an Application for Dispute Resolution.

Issues(s) to be Decided

Has the Tenant proved there were exceptional circumstances where he required more time to make an Application for Dispute Resolution?

Is the Notice to End Tenancy valid or should it be cancelled?

Background and Evidence

The Tenant explained that he had been extremely busy with work and that was why he was late filing his Application for Dispute Resolution. He claimed he did not understand the Dispute Resolution process and that is why he did not pick up the hearing packages for his first Application, which was cancelled.

The Tenant then filed this Application for Dispute Resolution one day after the effective date of the 10 Day Notice to End Tenancy.

The Tenant also testified that he did send the Landlord the rent payment in the mail until August 17, 2009, due on the first of the month, because he did not know where to send the rent money. He eventually mailed it to the address shown on the 10 Day Notice to End Tenancy, which he had received some 10 days earlier.

Analysis

Based on the foregoing, and after reviewing the evidence and hearing the testimony, and based on a balance of probabilities, I find that the Tenant's Application must be dismissed.

I find there are no exceptional circumstances here which would merit an extension to file the Application. More importantly, the Act prevents extending the time limit to make an Application for Dispute Resolution beyond the effective date of the Notice.

The Tenant failed to pay his rent on the date it was due, or within the five days allowed to cancel the Notice to End Tenancy. The 10 day Notice to End Tenancy is valid, and therefore, all other claims in the Tenant's Application are dismissed, as the tenancy is ending.

Upon my dismissal of the Tenant's Application for Dispute Resolution, the Landlord requested an order of possession. I must grant that request under the Act.

The Landlord is granted an order of possession effective at **1:00 p.m. August 31, 2009**. This order is enforceable in the Supreme Court of British Columbia.

Conclusion

The Tenant's Application for Dispute Resolution is dismissed without leave to reapply. He filed beyond the time required to dispute the 10 day Notice, and did not pay his rent in full within the time limits in the Act and as explained in the Notice.

The Landlord is granted an order of possession, based on their verbal request at the hearing.

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: August 26, 2009.

Dispute Resolution Officer