



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

REVIEW CONSIDERATION DECISION

Dispute Codes: MNR OPR

Introduction

On March 31, 2011 Dispute Resolution Officer (DRO) provided a decision on the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order for unpaid rent.

That decision granted the landlord an order of possession in accordance with Section 55 of the *Residential Tenancy Act (Act)*.

Division 2, Section 79(2) under the *Act* says a party to the dispute may apply for a review of the decision. The application must contain reasons to support one or more of the grounds for review:

1. A party was unable to attend the original hearing because of circumstances that could not be anticipated and were beyond the party's control.
2. A party has new and relevant evidence that was not available at the time of the original hearing.
3. A party has evidence that the director's decision or order was obtained by fraud.

Section 80 states that a party wishing to make an application for review of a decision or order that relates to an order of possession under section 55 must do so within 2 days after a copy of the decision or order.

Issues

The issues to be decided are whether the tenants are entitled to more time to submit their application for review; to a new hearing; or to have the original hearing reconvened, pursuant to Sections 82 of the *Act*.

Facts and Analysis

The tenant seeks more time to submit her Application for Review but files her Application on the same day that she states she received a copy of the decision or

order, as such she has submitted her application for review in sufficient time and does not require an extension.

The tenant asserts that the landlord obtained the decision and order based on fraud and suggests that the landlord withheld information from her that prevented her from filing an application against the landlord. She states that a poverty advocate told her that she was unable to apply until the landlord provided her a copy of a tenancy agreement and the landlord failed to provide her with a copy until after the timeline had expired.

A 10 Day Notice to End Tenancy for Unpaid Rent outlines what a tenant must do if they receive the notice. The three options are: the tenant pays the landlord the rent owed; the tenant files an Application for Dispute Resolution seeking to cancel the notice; or the tenant accepts the tenancy will end on the effective date of the notice and moves out of the rental unit.

There is no restriction under the *Act* that prevents a tenant from filing an Application for Dispute Resolution if the landlord has not provided the tenant with a copy of a tenancy agreement. As such, the tenant has provided no evidence of fraud on the part of the landlord.

If the tenant feels that she paid for services that were supposed to be provided under the tenancy agreement, she remains at liberty to file an Application for Dispute Resolution for a financial claim against the landlord in accordance with the *Act*.

Decision

For the reasons noted above, I dismiss the tenant's Application for Review.

The decision made on March 31, 2011 stands.

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: April 14, 2011.

Residential Tenancy Branch