



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Glassman Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes MT, CNC, O

### Introduction

This is an application filed by the tenant to be allowed more time to make an application to cancel a notice to end tenancy and if allowed to obtain an order cancelling a notice to end tenancy issued for cause.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

### Preliminary matter(s):

Is the tenant entitled to more time to make an application?

The tenant states that she “was in shock over issues” and did not understand why the landlord had issued her a notice to end tenancy. The tenant states that she went to an advocate who helped her make the initial application on March 18, 2014, but that it was after the allowed 10 day period from which she received the notice. The tenant confirmed that she was served with the 1 month notice on March 3, 2014 as opposed to the landlord’s claim that it was personally served to the tenant on February 26, 2014. The landlord’s agent, M.P. stated during the hearing that she personally served the tenant at the tenant’s rental unit on February 26, 2014. The tenant stated that she was not exactly sure on the service date. I find on a balance of probabilities that I prefer the evidence of the landlord over that of the tenant and find that the tenant was properly served with the 1 month notice to end tenancy dated February 26, 2014 on February 26, 2014 in person by the landlord’s agent, P.V. The landlord states that the tenant merely waited too long to make the application for dispute resolution and went past the due

date. I also note that if I were to accept the tenant's claim that the landlord's service was completed on March 3, 2014 as opposed to the February 26, 2014 date, that the tenant would still have been beyond the 10 day requirement to file an application of dispute resolution to dispute the notice.

Residential Tenancy Branch Policy Guideline # 36 speaks to "Extending a Time Period," and provides in part as follows:

The word "exceptional" means that an ordinary reason for a party not having complied with a particular time limit will not allow an arbitrator to extend that time limit. The word "exceptional" implies that the reason for failing to do something at the time required is very strong and compelling. Furthermore, as one Court noted, a "reason" without any force of persuasion is merely an excuse. Thus, the party putting forward said "reason" must have some persuasive evidence to support the truthfulness of what is said.

Some examples of what might not be considered "exceptional" circumstances include:

- the party who applied late for arbitration was not feeling well
- the party did not know the applicable law or procedure
- the party was not paying attention to the correct procedure
- the party changed his or her mind about filing an application for arbitration
- the party relied on incorrect information from a friend or relative

I find that the tenant has failed to meet the burden of proving there were exceptional reasons giving rise to their late application to dispute the 1 month notice. Accordingly, the tenants' application for more time to make an application to dispute the notice is hereby dismissed.

As an extension of time has not been allowed the tenant's application to cancel a notice to end tenancy is dismissed. The tenant is deemed to have accepted that the tenancy was at an end. The merits of the landlord's notice to end tenancy have not been considered for this decision.

As the landlord is seeking an end to the tenancy by obtaining an order of possession, I find that the notice dated February 26, 2014 to be valid and in full force and effect. The landlord is granted an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in Supreme Court of British Columbia and enforced as an order of that Court.

Conclusion

The tenant's application for an extension of time is denied. As such no action is required for the tenant's application to cancel the notice to end tenancy. The landlord is granted an order of possession.

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 08, 2014

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Residential Tenancy Branch

