



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GANGES LAKES PROPERTIES
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNL-MT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) to allow a tenant more time to make an application to cancel a 1 Month Notice to End Tenancy for Cause dated July 12, 2021 (1 Month Notice) and to cancel the 1 Month Notice.

The tenant, an advocate for the tenant, TC (advocate), an agent for the landlord, EB (agent) attended the teleconference hearing. I introduced myself and the participants. The parties were affirmed, and the hearing process was explained to the parties. The parties were provided with the opportunity to submit documentary evidence prior to this hearing.

As the agent confirmed that no documentary evidence was submitted in evidence and that the agent had reviewed the tenant's documentary evidence I am satisfied that there are no service issues. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

As the filing fee was waived, I will not address the filing fee further in this decision.

Issues to be Decided

- Is the tenant entitled to more time to make an application to cancel a 1 Month Notice?
- If yes, should the 1 Month Notice be cancelled?
- If no, did the landlord issue a notice that fully complies with section 52 of the Act?

Background and Evidence

The tenant writes that they received the 1 Month Notice dated July 12, 2021 the next day on July 13, 2021. The tenant did not file to dispute the 1 Month Notice until August 13, 2021, when the tenant filed their paperwork for a fee waiver and a fee waiver was granted. When the tenant was asked why they waited so long to dispute the 1 Month Notice, the tenant writes in their application that they forgot to drop off their fee waiver form and as a result, their application was cancelled and they tried again and it slipped their mind. The tenant also stated that they suffer a lot of trauma and needed some help. The advocate stated that they tenant contacted them on July 14, 2021 and advised the tenant to file their application, however, the tenant did not complete their application until August 13, 2021.

The 1 Month Notice lists the following causes and details of the causes:

Reason for this One Month's Notice to End Tenancy: (check all boxes that apply)	
<input checked="" type="checkbox"/>	Tenant has allowed an unreasonable number of occupants in the unit/site/property/park.
<input type="checkbox"/>	Tenant is repeatedly late paying rent
<input type="checkbox"/>	Tenant or a person permitted on the property by the tenant has (check all boxes that apply):
<input checked="" type="checkbox"/>	significantly interfered with or unreasonably disturbed another occupant or the landlord.
<input checked="" type="checkbox"/>	seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
<input type="checkbox"/>	put the landlord's property at significant risk
<input type="checkbox"/>	Tenant's rental unit/site is provided by the employer to the employee to occupy during the term of employment and employment has ended.
<input type="checkbox"/>	Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to damage the landlord's property
<input checked="" type="checkbox"/>	Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the landlord.
<input checked="" type="checkbox"/>	Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely jeopardize a lawful right or interest of another occupant or the landlord.
<input type="checkbox"/>	Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park.
<input type="checkbox"/>	Tenant has not done required repairs of damage to the unit/site/property/park
<input type="checkbox"/>	Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.
<input type="checkbox"/>	Tenant knowingly gave false information to prospective tenant or purchaser of the rental unit/site or property/park.
<input type="checkbox"/>	Rental unit/site must be vacated to comply with a government order
<input type="checkbox"/>	Non-compliance with an order under the legislation within 30 days after the tenant received the order or the date in the order.
<input type="checkbox"/>	Tenant has assigned or sublet the rental unit/site/property/park without landlord's written consent.
<input type="checkbox"/>	Residential Tenancy Act only: security or pet damage deposit was not paid within 30 days as required by the tenancy agreement.
<input type="checkbox"/>	Tenant's rental unit/site is part of the tenant's employment as a caretaker, manager or superintendent of the property, the tenant's employment has ended and the landlord intends to rent or provide the rental unit/site to a new caretaker, manager or superintendent.
Details of Causes(s): Describe what, where and who caused the issue and include dates/times, names etc. This information is required. An arbitrator may cancel the notice if details are not provided.	
Details of the Event(s): UNPERMITTED NUMBER OF TENANTS IN THE UNIT. THE INTENT TO RENT AGREEMENT ALLOWS 1 PERSON. I AM ADVISED THERE ARE AT LEAST 4 PEOPLE LIVING ON THE SITE. I HAVE BEEN ADVISED THERE HAVE BEEN INTRUSIONS INTO OTHER SITES BY PERSON(S) PERMITTED BY THE TENANT TO BE ON THE SITE.	

The agent stated that they claim any occupants over 1 would constitute an unreasonable number of occupants in the rental unit. The agent also stated that they did not have a police file number to provide or any copies of complaint letter from any of the residents of the building for my consideration.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

Tenant's request to allow more time to make an application to cancel the 1 Month Notice - Section 66(1) of the Act applies and states:

Director's orders: changing time limits

66(1) The director 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]*.
[emphasis added]

In the matter before me, I find the tenant has failed to provide sufficient evidence to support that any exceptional circumstances existed to support why the tenant waited beyond the statutory deadline of 10 days from July 13, 2021 to dispute the 1 Month Notice. Section 47(4) of the Act applies and states:

47(4) **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.**
[emphasis added]

Pursuant to sections 47(4) of the Act, I find the tenant failed to dispute the 1 Month Notice within 10 days of July 13, 2021, which would have been no later than Friday, July 23, 2021. Instead, the tenant waited until August 13, 2021 before filing their application.

Section 55(1) of the Act applies and states:

Order of possession for the landlord

55(1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, **the director must grant to the landlord an order of possession of the rental unit if**

(a) the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.
[emphasis added]

Given the above, I have considered the 1 Month Notice and find that it does not comply with section 52 of the Act as the details of dispute I find to be far too vague to constitute

the full content requires by lacking key details of the causes alleged in the 1 Month Notice. Such missing details are the date, time and details of the “intrusions” alleged. I also disagree with the agent’s assertion that any more than 1 person in the rental unit is an unreasonable number of occupants.

I dismiss the tenant’s application in full, without leave to reapply, as I find the tenant failed to provide sufficient evidence to support an extension of time to make their application to cancel the 1 Month Notice. In addition, I find the 1 Month Notice does not comply with section 52 of the Act and therefore, **I do not grant** an order of possession to the landlord as I find the 1 Month Notice is missing critical details of the causes alleged/content of the 1 Month Notice.

The landlord is at liberty to reissue a new 1 Month Notice that complies with section 52 of the Act.

Conclusion

The tenant’s application fails and is dismissed in full due to insufficient evidence, without leave to reapply.

I do not grant an order of possession as noted above.

The landlord is at liberty to reissue a new 1 Month Notice that complies with section 52 of the Act. This decision will be emailed to both parties.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: December 20, 2021

Residential Tenancy Branch