



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing

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A matter regarding SEA TO SKY COMMUNITY SERVICES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: CNC-MT OPC FFT FFL

### Introduction

The tenant sought an order cancelling a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to section 47(4) of the *Residential Tenancy Act* (the “Act”). They also applied for more time in which to file their application to dispute the Notice pursuant to section 66 of the Act.

By way of cross-application the landlord sought an order of possession of the rental unit based on the Notice, under section 55 of the Act.

Both parties sought to recover their application fees under section 72 of the Act.

### Preliminary Issue: Conclusive Presumption

A tenant who receives a One Month Notice to End Tenancy for Cause has ten days after receiving such a notice to file an application for dispute resolution. In this dispute, the landlord served the Notice by posting it on the door of the rental unit on June 8 (according to the landlord’s application) or on June 11 (according to the tenant’s application).

The tenant testified that they only took possession of the Notice “a few days before” June 29, while the tenant’s application indicates that he took possession of the Notice on June 29. The tenant submitted to letters from the hospital which indicated that his daughter was in hospital June 12 and June 24.

In other words, if the tenant resides in the rental unit as he testified that he does, then I am unable to find, in the absence of any evidence to the contrary, that the tenant did not receive the Notice much earlier, on or about June 8 or June 11. The tenant has not provided any evidence as to his whereabouts on the date on which the Notice was properly served.

However, even if the tenant did not take possession of the Notice until a “few days” before June 29 (which thus means he took possession on or about June 26), the tenant took another eleven days in which they filed their application. In any event, it is my finding that the tenant was deemed to have been served with the Notice on or about June 11, 2023. They had until June 21, 2023, to file their application for dispute resolution. They did not do so until July 7, 2023.

Under section 66(1) of the Act an arbitrator may only extend a time limit in *exceptional circumstances*. In this dispute, the tenant has not provided any supporting evidence or evidence of any kind whatsoever for me to find that there were exceptional circumstances by which the ten-day time limit ought to be extended. As such, it is my finding that the tenant did not dispute the Notice in time as required under the Act.

Given the above, pursuant to section 55(2)(b) of the Act, the landlord is entitled to an order of possession of the rental unit. An order of possession is issued with this Decision to the landlord who must serve a copy upon the tenant forthwith. The tenant’s application is dismissed in its entirety, without leave to reapply.

The landlord is entitled to retain \$100.00 of the tenant’s security deposit to compensation for the cost of the application fee, under section 72 of the Act.

### Conclusion

The tenant’s application is dismissed, without leave to reapply.

The landlord's application is granted. The landlord is granted an order of possession of the rental unit effective October 31, 2023.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: October 24, 2023

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Residential Tenancy Branch