DECISION

Introduction

The Tenant seeks the following relief under the *Manufactured Home Park Tenancy Act* (the "*Act*"):

- an order pursuant to ss. 40 and 55 cancelling a One-Month Notice to End Tenancy for Cause signed on July 7, 2025 (the "One Month Notice") and an order pursuant to s. 59 for more time to do so;
- an order pursuant to s. 55 that the landlord comply with the Act, Regulations, and/or the tenancy agreement.

The Landlord filed her own application, seeking the following relief under the *Act*:

- an order of possession pursuant to s. 48 after serving the One Month Notice; and
- return of the filing fee pursuant to s. 65.

A.L. attended as the Tenant. N.K. attended as the Landlord.

The parties affirmed to tell the truth during the hearing. I reminded the parties of Rule 6.11 of the Rules of Procedure, which prohibits them from recording the hearing themselves, and noted that the hearing was automatically recorded by the Residential Tenancy Branch.

Service of the Applications and Evidence

The Tenant advised that she served her application on the Landlord, though no evidence was also served. The Landlord acknowledged receipt of the Tenant's application without objection. Accepting this, I find under s. 64(2) of the *Act* that the Landlord was sufficiently served with the Tenant's application.

The Landlord advised that she served her application and evidence on the Tenant, which the Tenant acknowledged receiving without issue. Accepting this, I find under s. 64(2) of the *Act* that the Landlord's application and evidence were sufficiently served on the Tenant.

Preliminary Issue – Severing the Tenant's Claim under s. 55 of the *Act*

Rule 2.3 of the Rules of Procedure requires claims in an application to be related to one another. Under Rule 6.2 of the Rules of Procedure, where claims are not sufficiently related, the arbitrator hearing the matter may dismiss unrelated claims, either with or without leave to reapply.

Hearings before the Residential Tenancy Branch are generally scheduled for one hour. Rules 2.3 and 6.2 of the Rules of Procedure are intended to ensure that matters are dealt with in a timely and efficient manner. These rules also enable parties to focus their submissions on a limited number of issues in dispute given the summary nature of hearings before the Residential Tenancy Branch.

The Tenant, in her application, seeks an order under s. 55(3) of the *Act* that the Landlord comply with the *Act*, Regulations, or tenancy agreement. Her claim is described as follows:

> When I complained about the dirty washing machine and someone putting their dirty shoes in the dryer. She gave me trouble for it. The neighbours are up all night and then sleep all day and I have to be up at 4 am to get to my work.

I find that the primary issue in dispute in this application is whether the One Month Notice is enforceable or not. The Tenant's claim under s. 55(3) of the *Act*, as described in the application, is not related to whether the One Month Notice is enforceable. As such, I sever it from the application by application of Rule 2.3 of the Rules of Procedure.

If the tenancy comes to an end, the claim under s. 55(3) of the *Act* would be moot. Accordingly, I dismiss the Tenant's claim and whether it is dismissed with, or without leave to reapply, will depend on whether the One Month Notice is enforced or not.

The hearing proceeded strictly on the issue of whether the One Month Notice was enforceable and whether the Tenant is entitled to an order for more time to dispute the notice.

Issues to be Decided

1) Should the Tenant be granted more time to dispute the One Month Notice? Is the One Month Notice enforceable?
2) Should the Tenant be ordered to pay the filing fee for the Landlord's application?

Evidence and Analysis

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

General Background

The parties confirm the following details with respect to the tenancy:

- The Tenant took possession of the manufactured home site on June 1, 2022.
- Rent of $1,200.00 is due on the 1st day of each month.

I have been given a copy of the written tenancy agreement. A co-tenant, M.M., is listed in the tenancy agreement. I am told by the parties that he was the Tenant's former partner but has not resided at the manufactured home site for about a year and half.

1) Should the Tenant be granted more time to dispute the One Month Notice? Is the One Month Notice enforceable?

Under s. 40(1) of the *Act*, a landlord may end a tenancy for cause by giving at least one month's notice to the tenant.

Upon receipt of a notice to end tenancy issued under s. 40(1) of the *Act*, a tenant has 10 days to dispute the notice as per s. 40(4). If a tenant files to dispute the notice on time, the onus of showing the notice is enforceable rests with the respondent landlord.

Service of the One Month Notice and Form and Content

The Landlord advised that the One Month Notice was posted to the Tenant's door on July 7, 2025. The Tenant acknowledges receipt of the One Month Notice on July 7, 2025.

I find that the One Month Notice was served on the Tenant in accordance with s. 81(g) of the *Act* by having it posted to the Tenant's door on July 7, 2025. I accept based on the Tenant's testimony that she received the One Month Notice on July 7, 2025.

Under s. 40(3) of the *Act*, all notices to end tenancy served under s. 40 must comply with the form and content requirements set by s. 45 of the *Act*.

I have been given a copy of the One Month Notice by the Landlord. It is signed and dated by the Landlord, gives the address for the manufactured home site, states the correct effective date, and is in the approved form. I note that the Landlord failed to fill in some of the fields, in the One Month Notice.

I find that this, however, is not a material issue. The missing information did not affect the Tenant's ability to understand the notice was directed to her and the reason for which it was served. To the extent that it is a problem, I amend the One Month Notice under s. 61(1) of the *Act* to include the missing information accepting the Tenant knew the information omitted from the notice and it being reasonable to do so given the notice complies with s. 45 of the *Act*.

Tenant's Request for More Time to Dispute the One Month Notice

As noted above, the Tenant received the One Month Notice on July 7, 2025. Her application disputing the One Month Notice was filed, however, on August 25, 2025.

Under s. 59(1) of the *Act*, I may extend a time limit established by the *Act*, but only in exceptional circumstances. Policy Guideline 36 provides guidance on what may be considered exceptional circumstances. It provides the following guidance:

> 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.
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> Some examples of what might not be considered "exceptional" circumstances include:
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> - 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
>
> Following is an example of what could be considered "exceptional" circumstances, depending on the facts presented at the hearing:
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> - the party was in the hospital at all material times
>
> The evidence which could be presented to show the party could not meet the time limit due to being in the hospital could be a letter, on hospital letterhead, stating the dates during which the party was hospitalized and indicating that the party's condition prevented their contacting another person to act on their behalf.
>
> The criteria which would be considered by an arbitrator in making a determination as to whether or not there were exceptional circumstances include:
>
> - the party did not wilfully fail to comply with the relevant time limit
> - the party had a bona fide intent to comply with the relevant time limit
> - reasonable and appropriate steps were taken to comply with the relevant time limit
> - the failure to meet the relevant time limit was not caused or contributed to by the conduct of the party
> - the party has filed an application which indicates there is merit to the claim
> - the party has brought the application as soon as practical under the circumstances

The Tenant indicates that she failed to file her application within the 10-day deadline imposed by s. 40(4) of the *Act* because she was in an abusive relationship with her co-tenant which has taken her a long time to process. The Tenant says that she called the Residential Tenancy Branch around when she filed her application and was told she could file for a time extension.

I have been provided no documentary evidence from the Tenant.

I find that the Tenant has failed to demonstrate that a time extension under s. 59(1) of the *Act* is warranted. Though I accept she was in an abusive relationship with her ex-partner, her former co-tenant, there is no causal link between that and her inability to file this application on time. There is no evidence to support that the Tenant was otherwise incapable of filing on time.

The One Month Notice itself makes clear both the deadline for filing and the consequences if an application is not filed on time. There is no evidence to show the Tenant was incapable of filing this application on time. There is no evidence that she intended to do so but was otherwise prevented from doing so due to circumstances beyond her control. There is no evidence that there is any merit in her claim disputing the One Month Notice since I have been given absolutely no documentary evidence.

Again, I accept the Tenant is suffering from the effects of an abusive relationship. This does not, however, explain why she could not file on time, much less explain why this application was filed mere days before the effective date of the One Month Notice. The Tenant being told she could file for a time extension does not also mean there is any merit to that request. Given what I have been told, which was very little, I find that the Tenant failed to meet the deadline for filing due to her conduct. She is not entitled to a time extension.

I dismiss the Tenant's request for a time extension under s. 59(1) of the *Act*, without leave to reapply.

Order of Possession

Since the Tenant failed to dispute the One Month Notice within the time limit imposed by s. 40(4) of the *Act*, I find that the conclusive presumption under s. 40(5) of the *Act* has been triggered. This means the Tenant is conclusively presumed to have accepted the end of the tenancy and was required to vacate the manufactured home site by its effective date on August 31, 2025. The Tenant's claim to cancel the One Month Notice is, therefore, dismissed without leave to reapply.

A landlord may request an order of possession under s. 48(2)(b) of the *Act* where they have served a notice to end tenancy and the tenant has not disputed the notice within the proscribed time limit. Further, s. 48(1) of the *Act* provides that where a tenant's application to cancel a notice to end tenancy is dismissed and the notice complies with s. 45, then I must grant the landlord an order for possession. Given both apply here, I grant the Landlord an order of possession.

Policy Guideline 54 provides guidance on setting the effective date of an order of possession, suggesting that 7 days is generally appropriate though certain factors may weigh in favour of a shorter or longer period, including submissions from the parties.

The Landlord submitted that she thinks an effective date of October 31, 2025 is appropriate and would provide the Tenant time to find alternate accommodation. The Tenant provided no submissions.

Considering this, the Landlord is granted an order of possession effective for **1:00 PM on October 31, 2025**. To be clear, the Tenant is expected to pay rent of $1,200.00 in full for possession of the manufactured home site for the month of October 2025 as provided under the tenancy agreement.

2) Should the Tenant be ordered to pay the filing fee for the Landlord's application?

I find that the Landlord was successful and is entitled to her filing fee. Accordingly, I order under s. 65(1) of the *Act* that the Tenant pay the Landlord's $100.00 filing fee.

Conclusion

I dismiss the Tenant's application, in its entirety, without leave to reapply.

I grant the Landlord an order of possession under s. 48 of the *Act*. The Tenant and any other occupant shall provide vacant possession of the manufactured home site to the Landlord by no later than **1:00 PM on October 31, 2025**. I order under s. 65(1) of the *Act* that the Tenant pay **$100.00** to the Landlord for the return of her filing fee.

The Landlord must serve the order of possession and monetary order on the Tenant. The order of possession may be enforced at the BC Supreme Court and the monetary order at the BC Provincial Court.

Accordingly, in the absence of any evidence or submissions, I order the application dismissed, with leave to reapply. I make no findings on the merits of the matter. Leave to reapply is not an extension of any applicable limitation period.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the *Act*.

Dated: September 26, 2025

Residential Tenancy Branch