

## **Decision**

**Dispute Codes:** MT, CNE

### **Introduction**

This hearing dealt with an application by the tenant for more time to make an application to cancel a notice to end tenancy, and cancellation of a notice to end tenancy. Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether the tenant is entitled to the above under the Act

### **Background and Evidence**

There is no written residential tenancy agreement in place for this tenancy which began on April 1, 1983. Currently, rent in the amount of \$325.00 is payable in advance on the first day of each month. No security deposit was collected at the outset of tenancy.

The landlord issued a 1 month notice to end tenancy for end of employment dated December 21, 2009. The notice was served by registered mail and by way of posting on the tenant's door on December 21, 2009. A copy of the notice was submitted into evidence. The tenant takes the position that he did not take delivery of the notice until January 5, 2010 when he returned home after being out of the province. In the result, the tenant argues that he should be permitted more time to dispute the notice.

Matters in dispute include, but are not necessarily limited to, whether the tenant has grounds for being granted more time to dispute the notice, whether the unit was provided as a condition of employment, and what would be fair market rent in the absence of a continuing role as resident manager.

During the hearing the parties respectfully explored options for resolving the dispute.

## **Analysis**

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the tenant will vacate the unit by no later than 1:00 p.m., Monday, May 31, 2010, and that an order of possession will be issued in favour of the landlord(s) to that effect;
- that monthly rent for each of March, April and May 2010 will be \$425.00;
- that the above particulars comprise full and final settlement of all aspects of the dispute presently before me for both parties.

## **Conclusion**

Pursuant to the above, I hereby issue an **order of possession** in favour of the landlord(s) effective not later than 1:00 p.m., Monday, May 31, 2010. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to the agreement reached between the parties, I hereby order the tenant to pay monthly rent for each of **March, April & May 2010** in the amount of **\$425.00**.

DATE: February 23, 2010

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Dispute Resolution Officer