



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This hearing dealt with the tenant's amended application to cancel a *1 Month Notice to End Tenancy for End of Employment*. Both parties appeared at the hearing and were provide the opportunity to be heard and to respond to the submissions of the other party.

### Issues(s) to be Decided

1. Are there grounds to set aside the Notice to End Tenancy?
2. Can the parties reach a mutual resolution to this dispute?

### Background and Evidence

I heard undisputed testimony as follows. The tenant has been residing in the rental unit since 2003. The tenant pays monthly rent of \$450.00 on the 1<sup>st</sup> day of every month. The rental unit is located at a shipyard and the landlord was also the tenant's employer. Recently the tenant and other workers were laid off due to lack of work. On July 6, 2010 the landlord issued a letter to the tenant requesting the tenant vacate the rental unit by July 31, 2010. On July 8, 2010 the landlord wrote the tenant a letter rescinding the letter of July 6, 2010 and advised the tenant that the landlord would proceed in accordance with the Act. On July 22, 2010 the tenant found a *1 Month Notice to End Tenancy for End of Employment* with an effective date of August 31, 2010 in his mailbox and on July 23, 2010 disputed the Notice.

During the hearing the tenant requested that he be permitted more time to vacate the rental unit. The parties were able to reach an agreement that I record as follows:

1. The tenancy shall continue and the tenant shall be permitted to occupy the rental unit until November 30, 2010 at which time the tenancy ends and the tenant must vacate the rental unit.
2. The tenant will continue to pay rent of \$450.00 per month on the 1<sup>st</sup> day of the month until such time the tenancy ends.
3. The landlord is agreeable to ending the tenancy earlier than November 30, 2010 should the tenant find alternative accommodation sooner than November 30, 2010.

#### Analysis

I accept the mutual agreement reached between the parties during the hearing and order that this tenancy shall end no later than November 30, 2010 by mutual agreement. The tenant must vacate the rental unit no later than November 30, 2010 and must continue to pay rent of \$450.00 per month until such time the tenancy ends.

I make no award for recovery of the filing fee as I found the 1 Month Notice to End Tenancy that was served upon the tenant to be otherwise valid.

#### Conclusion

The tenancy shall end no later than November 30, 2010 by mutual agreement and the tenant must vacate the rental unit by that date. The tenant must continue to pay rent until such time the tenancy ends.

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: August 27, 2010.

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Dispute Resolution Officer