



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking an extension of the end date of the tenancy.

The hearing was conducted via teleconference and was attended by the tenant and the landlord.

At the outset of the hearing the tenant clarified that she was not seeking to dispute or cancel the notice to end tenancy but rather that she was seeking an extension to the effective date of the notice.

During the hearing, the landlord verbally requested an order of possession should the tenant be unsuccessful in her Application.

Section 55(1) of the *Act* states if a tenant makes an Application for Dispute Resolution to dispute a landlord's notice to end tenancy, the director must grant an order of possession to the landlord if, the landlord makes an oral request for an order of possession and the director dismisses the tenant's Application or upholds the landlord's notice.

However, in the case before me, the tenant has not filed an Application for Dispute Resolution to dispute the landlord's notice to end tenancy and as such, I cannot grant the landlord an order of possession if the tenant is unsuccessful in this Application.

I note the landlord remains at liberty to file a separate Application for Dispute Resolution seeking an order of possession.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to an extension to the end date of the tenancy, pursuant to Sections 47 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenant submitted a portion of a tenancy agreement showing the tenancy began on January 15, 2013 as a month to month tenancy for a monthly rent of \$650.00 due on the 15th of each month.

The parties agree that on April 24, 2013 the landlord issued a 1 Month Notice to End Tenancy for Cause citing the rental unit must be vacated to comply with a government order. Despite it being a 1 Month Notice the landlord made the effective date of the Notice to be June 30, 2013. As such the tenant was allowed just over 2 months of an official notice to end the tenancy.

The landlord also submits that the tenant was aware as early as late January 2013 that this was an issue and that the tenancy was going to be ending and as such as actually known about the need to end the tenancy for several months prior to the issuance of the notice. The landlord does not agree to any extension of the end of the tenancy.

The tenant submits that the landlord had offered her some alternative arrangements including moving out of the unit for a 6 week period during the summer months when the landlord will be residing in the main house on the property and then to reinstate the tenancy after the landlord leaves the main house.

The tenant also submits that due to the location as a prized vacation spot rental prices in the area increase over the summer months and she seeks an extension until October 2013 for the effective date to end the tenancy. The tenant submits she has been looking for accommodation and has not been able to find anything available within her price range.

The parties agree the landlord had offered the tenant compensation in an amount equivalent to one month's rent to help the tenant with potential increased costs for a new rental. The tenant rejected the landlord's offer. The landlord reiterated her offer in the hearing and the tenant again rejected it.

In her closing remarks the tenant reiterated her request for an extension to October 2013 and for money to help with moving costs.

Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if the rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority. If such a notice is given it must end the tenancy on a date that is not earlier than one month after the date the notice is received and the day before the day in the month that rent is payable under the tenancy agreement.

Section 53 of the *Act* states if a landlord or tenant gives notice to end a tenancy with an effective date that does not comply with the requirements set out in the relevant section the party is seeking to end the tenancy under the effective date is deemed to be changed to the earliest date permitted under the applicable Section.

As the tenancy agreement indicates that rent is due on the 15th of each month the rental period begins on the 15th of each month and ends on the 14th of each month. As such, in order to be compliant with Section 47 the notice must end the tenancy on a day before the day in the month that rent is payable or in this case on the 14th of a month.

In accordance with Section 53, I find the earliest the tenancy can end to be compliant with Section 47 is July 14, 2013. However, I find there is nothing in the *Act* that would allow me to change the effective date of the end of the tenancy other than that allowed under Section 53.

As to the tenant's request for money to assist her with moving costs, I note that tenant did not actually apply for such compensation and as such I make no ruling on that request. However, I also note that the landlord offered the tenant compensation in an amount equivalent to one month's rent despite having no obligation to do so and the tenant rejected the landlord's offer.

Conclusion

I grant the tenant an extension to the effective date of the end of this tenancy to July 14, 2013 pursuant to Section 53 of the *Act*.

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: May 29, 2013

Residential Tenancy Branch

