



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CITY OF VANCOUVER  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to cancel a 1 Month Notice to End Tenancy for Cause (the “Notice”) on January 28, 2016.

The Tenant appeared for the hearing with an advocate and the Tenant provided affirmed testimony. The Landlord appeared for the hearing to also represent the company Landlord along with a supportive housing worker who was working with the Tenant to find him alternative accommodation. The Landlord provided affirmed testimony during the hearing. The Landlord confirmed receipt of the Tenant’s Application. The hearing process was explained to the parties and they had no questions about the proceedings.

### Issue(s) to be Decided

- Did the Tenant apply within the time limits set by the Act to dispute the Notice?
- Did the Tenant provide evidence of exceptional circumstances that would have allowed an extension of time to dispute the Notice?

### Evidence and Analysis

Both parties agreed that this tenancy started on October 1, 2014 on a month to month basis. A written tenancy agreement was completed and rent is payable in the amount of \$375.00 on the first day of each month. The Tenant paid a security deposit of \$187.50 at the start of the tenancy which the Landlords still retain. The Landlord testified that the Tenant was served with the Notice on January 4, 2016 by posting it to the Tenant’s door. The Notice had a vacancy date of February 29, 2016 and was served to the Tenant for the reason that the Tenant had seriously jeopardised the health, safety, or lawful right of another occupant or the Landlord.

The Tenant confirmed receipt of the Notice on January 4, 2016 and made his Application to dispute it on January 28, 2016. When the Tenant was asked why he had made his Application outside of the 10 days imposed by Section 47(4) of the Act, the Tenant explained that he thought he had 30 days to dispute the Notice. I pointed the Tenant to page two of the Notice which details the ten day deadline to dispute the Notice. The Tenant testified that he had read the Notice but thought it was 30 days.

I explained the provisions of Section 47(5) of the Act which provides that if a Tenant fails to dispute the Notice within the time limits imposed by the Act, then they have conclusively presumed to have accepted the tenancy ends in accordance with the vacancy date on the Notice. I also determined the Tenant did have sufficient time to dispute the Notice and failed to disclose exceptional circumstances which existed that prevented him from making the Application within the ten day time limit. Pursuant to Section 63 of the Act, I allowed the parties to have a discussion on whether they would like to continue the tenancy or have it end by mutual agreement. The parties engaged into a discussion and agreed that the tenancy should end by mutual agreement.

The parties agreed to end the tenancy on April 30, 2016. This will give sufficient time for the Tenant to work with his Supportive Housing Worker to find alternative accommodation. The Landlord agreed the Tenant could vacate the rental unit earlier without penalty or obligation to see the tenancy through to April 30, 2016. The Tenant is still responsible for paying rent for the period of time he occupies the rental unit. The Landlord is issued with an Order of Possession effective April 30, 2016 at 1:00 pm. This order must be served onto the Tenant and may then be enforced in the Supreme Court as an order of that court if the Tenant fails to vacate the rental unit. The parties confirmed their agreement to resolution in this manner both during and at the end of the hearing. This file is now closed.

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: March 11, 2016

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Residential Tenancy Branch