



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CHASE VALLEY COMMERCIAL INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC

### Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord on July 25, 2016 for an Order of Possession based on an undisputed 1 Month Notice to End Tenancy for Cause (the “Notice”).

The Tenant and an agent for the company Landlord appeared for the hearing and provided affirmed testimony. The Tenant confirmed personal receipt of the Landlord’s Application. The hearing process was explained and the parties had no questions of the proceedings.

### Preliminary Issues and Analysis

At the start of the hearing, the Landlord’s agent testified that he personally served the Tenant with the Notice on July 12, 2016. The Notice was provided into evidence which detailed a vacancy date of August 11, 2016. I determined that the Notice on the approved form complied with Section 52 of the *Residential Tenancy Act* (the “Act”). However, I corrected the vacancy date of the Notice to August 31, 2016 pursuant to Section 53(3) of the Act. This is because the one month notice period under the Notice needs to account for one full rental months of notice and not one calendar month of notice pursuant to Section 47(2) of the Act.

The Tenant confirmed receipt of the Notice on July 12, 2016 and confirmed that she had not made an Application to dispute the Notice even though she disagreed with the reasons to end the tenancy elected on the Notice. The Tenant also confirmed that she had not paid August 2016 rent because she was waiting for the outcome of this hearing but acknowledged that she was responsible for paying rent for August 2016 under the terms of this tenancy.

Based on the foregoing evidence, I found that the Tenant did not dispute the Notice. The Tenant was informed of the provisions set out by Section 47(5) of the Act which provide that if a tenant fails to dispute the Notice within the time limits set by Section 47(4) of the Act, then the tenant is conclusively presumed to have accepted the effective vacancy date on the Notice and must vacate the rental unit by this date.

However, the Landlord's agent was willing to give the Tenant more time to vacate the rental unit. Pursuant to Section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

The parties discussed the ending of the tenancy and agreed to end the tenancy on September 7, 2016 at 4:00 p.m. by mutual agreement. The Landlord is issued with an Order of Possession effective for this date and time which gives the Tenant sufficient time to vacate the rental unit and return it to the Landlord clean and undamaged. This order may be filed and enforced in the BC Supreme Court as an order of that court if the Tenant fails to vacate the rental unit by this agreed date and time. The Tenant is still responsible to pay rent to the Landlord for the time she occupies the rental unit.

### Conclusion

The Tenant did not dispute the Notice. Therefore, the tenancy must end. The parties mutually agreed to end the tenancy on September 7, 2016 at 4:00 p.m. The Landlord is entitled to an Order of Possession for this date and time. Copies of this order are attached to the Landlord's copy of this decision.

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 25, 2016

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Residential Tenancy Branch