



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing was convened in response to an application for an early end of tenancy and an order of possession pursuant to section 56 of the *Residential Tenancy Act* (the “Act”). The Applicant and Respondent were both given opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Does the Act apply to the dispute?

### Background and Evidence

The Applicant confirms that on April 15, 2016 the Parties entered into a written fixed term tenancy to start on April 15, 2016 and to end on April 30, 2036. The Applicant provided a copy of that agreement. The Respondent states that he signed some agreement for a term of 20 years. The Respondent also hung up and then recalled into the hearing stating that he was disconnected. Upon attempting to give the Respondent further opportunity to clarify its evidence, the Respondent raised its voice again and continued yelling something about a bailiff. The Respondent was given a couple of opportunities to clarify its evidence in relation to the copy of the tenancy agreement provided by the Applicant however the Respondent only continued to yell and again disconnected from the hearing. The Applicant confirmed its evidence of the tenancy agreement fixed term and the hearing was concluded.

### Analysis

Section 4(i) of the Act provides that the Act does not apply to living accommodation rented under a tenancy agreement that has a term longer than 20 years. The Respondent's evidence was vague and I note that the Respondent failed to clarify its evidence and simply yelled although given opportunity to provide clearer evidence. Based on the Applicant's supported evidence of the tenancy agreement and as the Respondent's evidence was vague I find that the unit is living accommodation that has been rented under a term of 20 years and 15 days. As such I find that the Act does not apply to the dispute.

### Conclusion

The Act does not apply to the dispute.

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 15, 2017

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Residential Tenancy Branch