



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

In this dispute, the tenant sought to cancel a notice to end tenancy under section 49 of the *Residential Tenancy Act* (the “Act”). He applied for dispute resolution on February 10, 2020 and a dispute resolution hearing occurred on March 27, 2020. The tenant, his legal advocate, the landlord, and the landlord’s spouse attended the hearing.

Preliminary Issue: Withdrawal of Dispute and Determining a Vacate Date

In most disputes of this nature – where a tenant disputes a notice to end a tenancy – the onus falls on the landlord to prove the grounds on which a notice was issued. However, in this case, the parties had reached a gentlemen’s agreement, by which the landlord agreed to let the tenant remain in the rental unit until April 30, 2020, and the tenant agreed to vacate the rental unit by 12:00 PM on April 30, 2020. I note that it is more than a gentlemen’s agreement however, and that the parties entered into a written agreement which contained the above-noted terms. A copy of this agreement was submitted into evidence.

Specifically, the tenant stated in the agreement, which is dated March 13, 2020, that he submitted his written notice to cancel his dispute against the notice, and, that the intention of the letter. The landlord and the tenant both signed the agreement. While it is unclear why the Residential Tenancy Branch did not accept this written document and cancel the hearing, the parties did not dispute that this agreement was entered into.

Friday the 13th of March, of course, is the date on which the COVID-19 health crisis reared its ugly head into the public’s consciousness. Travel advisories and restrictions were put into place that afternoon, and self-isolation measures were recommended. Both parties, both of whom work in healthcare (including the landlord’s spouse), acknowledge that the world has change in the past two weeks, and that the

circumstances of finding a place have also changed. The tenant testified that he has been searching diligently for a new place. The landlord and his wife, who also has an elderly mother in her 80s for whom they need to find a place, need the rental unit for their own living accommodation. Being healthcare workers, they also have the added burden of potentially going into self-isolation should the need arise. It is, to say the least, the worst possible convergence of circumstances for all parties.

The only issue for me to decide, and the parties acknowledged and agreed that this was the case, is the date on which the tenancy ends. The date on which the tenancy ends is also the date on which the landlord is entitled to possession of the rental unit.

While the agreement between the parties was made on March 13, 2020, the notice was issued on January 15, 2020. In other words, the tenant has had time to look for a place; how diligently I do not know. But I do find that, based on his demeanor and candor during the hearing, that his efforts to find a new place have now been ramped up considerably. Indeed, the landlord and his wife have also been assisting him in finding potential apartment or living accommodation. And, I cannot ignore that the landlord and his wife also need a place to live.

The tenant's advocate submitted that the tenant would need until the end of May, at least, to find a new place. This is, I find, unreasonable in the circumstances given the landlord's need to move into the home. The landlord was firm on needing to move in on April 30.

Based on the submissions of the parties, but with an emphasis on the fact that the parties entered into an agreement to end the tenancy on April 30, 2020, and pursuant to section 62 of the Act, that is the date on which I order the tenancy ended.

Further, I issue an order of possession to the landlord which reflects this date. (Consistent with section 37.1 of the Act, the tenancy ends at 1:00 PM on April 30, 2020.)

All of this said, I am fully aware of the difficult position into which this puts the parties – especially the tenant. I am not unsympathetic to the stress and anxiety that is upon everyone and encourage (if it is even necessary for me to say this) everyone to work together in ending the tenancy in the least disruptive manner possible.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: March 27, 2020

Residential Tenancy Branch