



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC

Introduction

On September 4, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for the Landlord to comply with the Act, Regulation or tenancy agreement.

The matter was scheduled as a teleconference hearing. The Landlord and Tenant attended the hearing. The hearing process was explained, and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- is the Tenant entitled to an order for the Landlord to comply with the Act?

Background

The Landlord and Tenant both testified that the tenancy began in May 2015 and is on a month to month basis. Rent in the amount of \$1,650.00 is to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$725.00.

The Tenant testified that at the very start of the tenancy the parties reached an understanding that the Landlord would be demolishing the house at some point and that the Tenant would be given adequate notice.

The Tenant testified that the Landlord informed her that he intends to demolish the rental unit and presented her with a mutual agreement to end tenancy form which she signed.

The Tenant testified that she believed that she was required to sign the mutual agreement and did not understand that it would have any bearing on the Landlords obligation to serve her with a proper notice to end tenancy.

The Tenant and her agent testified that the mutual agreement document was modified and was missing important information regarding her rights. The Tenant provided a copy of the mutual agreement document.

The Tenant is seeking an order that the Landlord be required to serve her with a proper notice to end tenancy document.

In reply, the Landlords testified that he has no concern with the Tenant's request for a notice to end tenancy to be issued.

When I informed the Landlord that the mutual agreement would be set aside/ cancelled, he agreed and did not express any concern.

Analysis

Section 44 of the Act provides that a tenancy ends only if the tenant or landlord gives notice to end the tenancy in accordance with one of the following:

- (i) section 45 [tenant's notice];*
- (i.1) section 45.1 [tenant's notice: family violence or long-term care];*
- (ii) section 46 [landlord's notice: non-payment of rent];*
- (iii) section 47 [landlord's notice: cause];*
- (iv) section 48 [landlord's notice: end of employment];*
- (v) section 49 [landlord's notice: landlord's use of property];*
- (vi) section 49.1 [landlord's notice: tenant ceases to qualify];*
- (vii) section 50 [tenant may end tenancy early];*

- (b) the tenancy agreement is a fixed term tenancy agreement that, in circumstances prescribed under section 97 (2) (a.1), requires the tenant to vacate the rental unit at the end of the term;*
- (c) the landlord and tenant agree in writing to end the tenancy;*
- (d) the tenant vacates or abandons the rental unit;*
- (e) the tenancy agreement is frustrated;*
- (f) the director orders that the tenancy is ended;*
- (g) the tenancy agreement is a sublease agreement.*

Based on the above, the testimony and evidence of the parties, and on a balance of probabilities, I find as follows:

The mutual agreement to end tenancy is set aside.

If the Landlord wants to pursue ending the tenancy, I order that the Landlord must give notice in accordance with section 44 of the Act.

The Tenant's application requesting an order for the Landlord to comply with the Act is successful.

The tenancy will continue until ended in accordance with the Act.

Conclusion

If the Landlord wants to pursue ending the tenancy, I order that the Landlord must give notice in accordance with section 44 of the Act.

The tenancy continues until ended in accordance with 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: October 23, 2020

Residential Tenancy Branch