



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION AND REASONS**

### Dispute Codes:

CNC and FF

### Introduction

Both parties were present at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral evidence, to cross-examine the other party, and to make submissions during the hearing.

### Preliminary Matter

At the commencement of the hearing it was confirmed that a Notice to End Tenancy for Landlord's Use issued on July 15, 2009 which was on an old form. Subsequently, the landlord cancelled this Notice and issued a Notice to End Tenancy for Landlord's Use which indicates an issue date of June 30, 2009. I determined that the Notice issued on July 15, 2009 is of no force or effect and that the tenant's application for dispute resolution is in relation to the Notice issued on June 30, 2009. It appears that the June 30, 2009 Notice includes an issue date error and should have been dated July 30, 2009.

### Issue(s) to be Decided

Should the Notice to End Tenancy issued on June 30, 2009 be cancelled?

Should the landlord complete required repairs?

Is the tenant entitled to filing fee costs?

### Background and Evidence

The landlord and the tenant agree that a 1 Month Notice to End Tenancy for Landlord's Use of Property was served on the Tenant indicating that the tenant was required to vacate the rental unit on September 2, 2009.

The landlord testified that they have listed the home for sale and do plan on completing some renovations that will require vacant possession. The landlord did not submit any detailed plan of the work that will be completed and stated that they may complete some bathroom renovations and take down a wall between bedrooms. The landlord stated that the tenant has all of his belongings in boxes, which cause problems for the realtor.

The tenant testified that he has been stressed at the thought of having to move and that his belongings are packed as he believes he will be required to move.

### Analysis

After considering all of the written and oral evidence submitted at this hearing, I find that the landlord has provided insufficient evidence to show that the tenant must vacate the rental unit for the purpose of renovations. The landlord has not provided any details of the renovations required, a time-frame for those renovations and any reasons as to why the tenant could not remain in the rental unit.

During the hearing the tenant agreed to move out of the rental unit by August 31, 2009 if he is provided with the equivalent of one month's rent for August. The landlord agreed to provide the tenant with rent abatement for the month of August.

Therefore, I find that the tenant must move out of the rental unit by 1:00 pm on August 31, 2009 and that the tenant will receive rent abatement for the month of August. The tenant will not pay any further rent and will move out of the rental unit on the date agreed upon between the parties.

### Conclusion

The Notices to End Tenancy issued on July 15, 2009 and June 30, 2009 are both cancelled and of no force or effect.

The parties settled this dispute with the tenant offering to move out of the rental unit by August 31, 2009 at 1:00 pm. The tenant will not pay rent for the month of August, as agreed to by both parties.

The tenant did not provide any testimony in relation to requested repairs.

As the tenant's application has merit I find that the tenant is entitled to filing fee costs of \$50.00 and I grant a monetary Order in that amount. This Order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Dated July 28, 2009.

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Dispute Resolution Officer