

DECISION

Dispute Codes CNL, O

Introduction

This hearing dealt with the tenant's application to cancel a Notice to End Tenancy for Landlord's Use of Property. Both parties appeared at the hearing and were represented by a lawyer and an advocate. Both parties were provided the opportunity to be heard and to respond to the other party's submissions.

The tenant's advocate expressed concern about service of late evidence by the landlord. The late evidence was set aside and the hearing proceeded with the explanation that I may consider taking further action with respect to the late evidence if it was later determined necessary. As the parties were able to reach a mutual resolution to this dispute during the hearing, it was not necessary to further consider the service of late evidence.

Issues(s) to be Decided

1. Does the landlord have all the necessary permits and approvals required by law to demolish the rental unit?
2. Does the landlord intend in good faith to demolish the rental unit?
3. Has the tenant established a basis to have the Notice to End Tenancy set aside?
4. Can the parties reach a mutual agreement to resolve this dispute?

Background and Evidence

The parties provided undisputed testimony as follows. The tenancy commenced July 1, 2008 and the tenant is required to pay rent of \$500.00 on the 1st day of every month. The landlord was issued a permit to demolish the rental unit on February 18, 2010. On March 15, 2010 the landlord posted a *2 Month Notice to End Tenancy for Landlord's Use of Property* (the Notice) on the rental unit door. The Notice indicates the effective date of the Notice is June 1, 2010 and that the reason for ending the tenancy is that the landlord has all the necessary permits and approvals required by law to demolish the rental unit.

The parties were in dispute as to whether more approvals were required by law in order for the landlord to demolish the rental unit. The tenant questioned the landlord's good faith intention to demolish the rental unit.

After much discussion, the parties were able to reach a mutual agreement to resolve their dispute which I record as follows:

1. The tenancy shall continue until July 31, 2010;
2. The tenant must vacate the rental unit by July 31, 2010; and,
3. The tenant will be compensated the equivalent of one month's rent by withholding rent for the month of July 2010.

Analysis

I accept and make the mutual agreement reached between the parties an order, to be binding upon both parties. The tenancy shall continue until July 31, 2010. The tenant must vacate the rental unit by July 31, 2010. The landlord is provided an Order of Possession effective July 31, 2010 to ensure the tenant vacates by that date.

The tenant is authorized to withhold rent for the month of July 2010 as compensation for ending the tenancy for landlord's use of property and the landlord must consider the rent paid in full for the month of July 2010.

The rights and obligations of both parties under the Act, regulations and tenancy agreement remain in effect until the end of the tenancy.

Conclusion

The tenancy shall end July 31, 2010 by mutual agreement. The tenant must vacate the rental unit by July 31, 2010 and is authorized to withhold rent for the month of July 2010.

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 07, 2010.

Dispute Resolution Officer