

DECISION

Dispute Codes: MT, CNL, FF

Introduction

This hearing dealt with an application by the tenant to cancel the notice to end tenancy for landlord use of property and for more time to do so. The tenant also applied for the recovery of the fee to file this application. Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began on July 01, 2009 for a fixed term of one year which ended on June 30, 2010. Pursuant to the written tenancy agreement, the tenancy continued on a month to month basis, at the end of the lease. On March 22, 2010, the landlord served the tenant with a two month notice to end tenancy. The landlord has plans to demolish the rental unit and redevelop the site. The tenant found out that the landlord did not have any permits in place and had not applied for permits at the time the landlord served the notice to end tenancy which stated that the landlord had all the necessary permits and approvals in place. However, the tenant did not have any compelling reason for the delay in applying to dispute the notice to end tenancy other than she believed that the landlord had the permits in place.

During the hearing the above reasons were discussed at length. The parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the

dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The landlord agreed to allow the tenancy to continue up to September 30, 2010.
2. The tenant agreed to move out on or before 1:00 p.m. on September 30, 2010.
3. The tenant acknowledged that the landlord would be leaving the country and would not be available to act on any complaints from the tenant. The tenant agreed to maintain the unit and only perform emergency repairs, if necessary.
4. The landlord agreed to cover the cost of emergency repairs only.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Pursuant to section 55(2), I am issuing a formal order of possession effective September 30, 2010. The Order may be filed in the Supreme Court for enforcement.

Conclusion

The notice to end tenancy is upheld and the tenancy will end on or before **September 30, 2010**, as per the above terms. As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application. 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: July 13, 2010.

Dispute Resolution Officer