

## **Decision**

**Dispute Codes:** CNC / CNL

### **Introduction**

This hearing dealt with the tenant's application for cancellation of a notice to end tenancy for cause / and cancellation of a notice to end tenancy for landlord's use of property. Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether the tenant is entitled to either or both of the above under the Act

### **Background and Evidence**

There is no copy of a written tenancy agreement in evidence for this tenancy which the parties agree began approximately 5 years ago. Monthly rent is \$695.00, and a security deposit of \$347.50 was collected.

The tenant's application arises out of 2 different notices to end tenancy issued by the landlord:

- i) 2 month notice to end tenancy for landlord's use of property dated June 21, 2011. A copy of this notice is not in evidence, and during the hearing the landlord testified that the close family member expected to move into the unit is his sister. However, during the hearing the landlord also acknowledged that the definition of "close family member" as set out in section 49 of the Act does not include an individual's sister.
- ii) 1 month notice to end tenancy for cause dated June 25, 2011, a copy of which is in evidence. No less than 7 reasons are cited in the notice for its issuance. However, while the landlord orally described various concerns about the tenancy that have come to his attention, he provided no documentary evidence or witness testimony to support issuance of the notice.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

## **Analysis**

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/)

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the tenant will vacate the unit by not later than 1:00 p.m., Wednesday, August 31, 2011, and that an order of possession will be issued in favour of the landlord to that effect;
- that rent for the month of August 2011 will be waived;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

## **Conclusion**

I hereby issue an **order of possession** in favour of the landlord effective not later than **1:00 p.m., Wednesday, August 31, 2011**. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to the agreement reached between the parties during the hearing, I hereby ORDER that rent is waived for the month of August 2011.

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*.

DATE: July 19, 2011

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Residential Tenancy Branch