



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes For the Tenant: CNC, OLC, LRE, FF
For the Landlord: OPC, FF

Introduction

This hearing was reconvened as a result of the Tenant's successful application for a review regarding the Decision and order issued against him on May 24, 2011, which was set aside by a Dispute Resolution Officer's (DRO) Decision issued on June 10, 2011.

This hearing dealt with cross applications of the parties.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause; for an order requiring the Landlord to comply with the *Residential Tenancy Act* (the "Act"); for an order to suspend or set conditions on the Landlord's right to enter the property; and to recover the fee from the Landlord for filing this Application for Dispute Resolution.

The Landlord filed an Application for Dispute Resolution, in which the Landlord has applied for an Order of Possession for Cause and to recover the fee from the Tenant for filing this Application for Dispute Resolution.

Both parties appeared. The parties disclosed that the original respondent in the Tenant's application and the co-applicant, MCERSL, in the Landlord's application would not be present due to the rental property being sold and that this co-applicant, a property management company, would not be representing the new owner. However the primary applicant in the Landlord's application appeared at the hearing, stating that he had been retained by the new owner to represent him in the conduct of the hearing.

Additionally, the Tenant disclosed and the Landlord confirmed that the new owner had purchased the rental unit and surrounding homes for demolition purchases in order to develop the property. The Tenant acknowledged he was made aware of this demolition clause after a friendly conversation with the new owner and that he would eventually receive a 2 Month Notice to End Tenancy for that stated purpose after the appropriate permits had been granted.

Issue(s) to be Decided

Is the Tenant entitled to have the Notice to End Tenancy cancelled and for orders requiring the Landlord comply with the Act and suspending or setting conditions on the Landlord's right to enter the property and to recover the filing fee?

Is the Landlord entitled to an Order of Possession and a monetary order?

Can the parties reach a mutual agreement to resolve this dispute?

Settled Agreement

After testimony and discussions, the parties announced an agreement to resolve their differences and agreed to a settlement.

The Landlord and the Tenant agreed that due to the new ownership of the rental unit and the new owner's plan to demolish the rental unit, their respective Applications should be withdrawn and dismissed, with the effect that this tenancy will continue until it may otherwise legally end under the Residential Tenancy Act.

I accept the mutual agreement reached between the parties and I make it an order that the Applications of the Tenant and the Landlord are hereby **dismissed**.

Conclusion

The Applications of the Tenant and the Landlord are dismissed, without leave to reapply.

As the parties have agreed to dismiss their respective applications, I make no finding on the merits of either application.

The Landlord further has agreed to deliver the new owner's contact information through the Tenant's mail slot, for the purpose of paying the monthly rent.

Based upon the settled agreement, as provided in section 82 of the Act, I hereby confirm that the Decision and Order of Possession previously entered on May 24, 2011, are hereby set aside and of no force or effect.

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 05, 2011.

Residential Tenancy Branch