



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49; and
- authorization to recover her filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The tenant confirmed that the landlord served her with the 2 Month Notice on January 31, 2012. The landlord confirmed that on February 21, 2012, he received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on February 20, 2012. I am satisfied that these documents and the parties' written evidence packages were served to one another in accordance with the *Act*.

At the commencement of this hearing, the landlord and his agent requested an end to this tenancy and the issuance of an Order of Possession if the tenant's application to cancel the landlord's 2 Month Notice were dismissed.

Issues(s) to be Decided

Should the landlord's 2 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession? Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

Although the tenant has been living in this entire rental home for approximately 10 years, her tenancy limiting her occupancy to the basement suite commenced on December 1, 2011. Monthly rent for this periodic tenancy is set at \$500.00, payable in advance on the first of each month.

The landlord issued the 2 Month Notice as he maintained that he would be occupying the rental unit. In his February 23, 2012 letter he entered into written evidence, he

supplied the following four explanations of the use he planned to make of the basement suite in this rental property:

1. Partial use of the basement site as a location where his elderly, infirm mother can visit him during the day;
2. Use as a basement office;
3. Storage space for art, antiques, furniture, carpets currently in 5 rented storage lockers ; and
4. Decommissioning of the rental suite in accordance with the bylaws of the municipality.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to 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 the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to resolve all issues arising out of this tenancy on the following terms:

1. Both parties agreed that the landlord's 2 Month Notice to End Tenancy for Landlord's Use will be cancelled and that this tenancy will continue.
2. Both parties agreed that this tenancy will end by 1:00 p.m. on June 30, 2012, by which time the tenant will have vacated the rental unit.
3. The landlord agreed to pay the tenant an additional \$1,600.00 by June 15, 2012.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues in dispute arising out of this tenancy at this time.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$1,600.00 to be used only if the

landlord does not abide by the monetary elements of this agreement. The tenant is provided with these Orders in the above terms and the landlord must be served with a copy of these Orders as soon as possible after June 15, 2012, if it becomes necessary for the tenant to make use of these Orders. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: March 02, 2012

Residential Tenancy Branch