



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL, FF

Introduction

This hearing was scheduled in response to the tenant's application to cancel a 2 month notice to end tenancy for landlord's use of property / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

There is no written tenancy agreement for this tenancy which began in December 2008. Monthly rent is \$1,370.00 and a security deposit of \$1,300.00 was collected.

By way of letter or e-mail to the tenant by date of December 29, 2011, the landlord gave notice to end the tenancy effective March 1, 2012. Subsequently, the landlord issued the more formal 2 month notice to end tenancy for landlord's use of property (form RTB – 32) dated March 1, 2012. A copy of the notice is not in evidence. The parties agree that the date shown on the notice by when the tenant must vacate the unit is May 31, 2012. The notice was personally served on the tenant on March 1, 2012. Thereafter, on March 16, 2012 the tenant filed an application to dispute the notice, which I find is the 15th and final day available to the tenant for doing same.

During the hearing the parties discussed circumstances surrounding the dispute including, but not limited to, the statutory definition of "landlord," and concessions the parties might consider in order to achieve a relatively amicable solution.

Analysis

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Accordingly, it was specifically agreed between the parties as follows:

RECORD OF SETTLEMENT

- that the tenant will vacate the unit by not later than 1:00 p.m., Thursday, May 31, 2012, and that an order of possession will be issued in favour of the landlord to that effect;
- that rent for the month of April 2012 will be waived;
- that the landlord will make cheque payment to the tenant in the full amount of \$2,000.00;
- that the above cheque will be personally delivered to the tenant on Thursday, May 31, 2012 at Noon, when the parties agree that they will meet in order to undertake a move-out condition inspection of the unit;
- that the disposition of the security deposit will be determined directly between the parties on Thursday, May 31, 2012, after such time as the move-out condition inspection of the unit has been completed.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **1:00 p.m., Thursday, May 31, 2012**. 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 section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$2,000.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

As the application did not lead to the remedy sought (cancellation of the notice to end tenancy), the tenant's application to recover the filing fee is hereby dismissed.

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: April 04, 2012.

Residential Tenancy Branch