



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 convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Landlord's Use of Property and to recover the fee for filing the Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, to call witnesses, and to make submissions to me.

At the outset of the hearing the Agent for the Owner of the Rental Unit, the Agent for the Landlord, and the Tenant agree that the Landlord and the Tenant have a residential tenancy agreement, that the Landlord is leasing the rental unit from the Owner of the Rental Unit, and that the Owner of the Rental Unit and the Tenant have never entered into a tenancy agreement. As the Owner of the Rental Unit and the Tenant have not entered into a tenancy agreement, I find that the Owner of the Rental Unit should not have been named as a Respondent in this matter.

Issue(s) to be Decided

The issues to be decided are whether the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, should be set aside and whether the Tenant is entitled to recover the fee for filing the Application for Dispute Resolution.

Background and Evidence

The Landlord and the Tenant agree that a Two Month Notice to End Tenancy for Landlord's Use of Property was served on the Tenant, which declared that the Tenant must vacate the rental unit by September 30, 2012.

After considerable discussion the Landlord and the Tenant agreed to resolve this dispute under the following terms:

- The Two Month Notice to End Tenancy will be set aside

- The Landlord and the Tenant mutually agree to end the tenancy on December 31, 2012
- The Landlord will be granted an Order of Possession that is effective on December 31, 2012
- The Tenant will pay the rent when it is due on the first day of each month for the duration of the tenancy
- The Tenant will continue to look for a new home to ensure he will be able to move out by December 31, 2012
- The Tenant will remove all of his possessions from the property by December 31, 2012.

To facilitate the aforementioned settlement agreement the Agent for the Owner of the Rental Unit stated that the Owner of the Rental Unit is willing to extend the lease between the Owner of the Rental Unit and the Landlord until December 31, 2012.

Conclusion

On the basis of the aforementioned settlement agreement, I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on December 31, 2012. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

As this matter has been settled by mutual consent, I dismiss the Tenant's application to recover the fee paid for this Application for Dispute Resolution.

This agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 11, 2012.
