



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## Decision

### Dispute Codes:

CNL, FF

### Introduction

This Dispute Resolution hearing was convened to deal with an Application by the tenant for an order to cancel a Two-Month Notice to End Tenancy for Landlord's Use dated May 31, 2013, and purporting to be effective August 1, 2013.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

### Issue(s) to be Decided

The issues to be determined based on the testimony and the evidence are:

- Should the Two-Month Notice to End Tenancy for Landlord's Use be cancelled?

### Background and Evidence

The tenancy began in 2010 and the rent is \$600.00. A security deposit of \$275.00 was paid and a pet damage deposit of \$275.00 was paid. The tenant submitted into evidence a copy of a copy of a Two-Month Notice to End Tenancy for Landlord Use dated May 31, 2013.

The landlord had indicated on the form that the reason for the Two Month Notice was because, *"The landlord has all the necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant."*

The landlord testified that they intended to do extensive renovations that were necessary to put the rental unit up for sale. The landlord was not able to specify exactly

what was to be done, but stated that it may involve removing plumbing and altering the floor plan.

The tenant raised the issue of bad faith on the part of the landlord and pointed out that the landlord did not submit copies of permits. The tenant also suggested that the repairs could be done with the tenant's still residing in the unit.

### **Analysis**

After a mediated discussion on the subject of ending the tenancy relationship, the parties came to a mutually agreeable resolution the terms of which are as follows:

- The tenant agrees to vacate the unit on or before September 1, 2013 and the landlord will be issued an enforceable Order of Possession effective that date.
- The tenant will still be entitled to the one month compensation under section 51 of the Act which requires the landlord to pay, on or before the effective ending date of tenancy, an amount equivalent to one month's rent payable under the tenancy agreement.
- If the tenant manages to find a suitable place to relocate prior to the September 1, 2013 deadline, the tenant is at liberty to end the tenancy earlier by;
  - (a) giving the landlord at least 10 days' written notice to end the tenancy and,
  - (b) paying the landlord, on the date the tenant's notice is given, only the proportion of the rent due pro-rated to the effective date of the tenant's departure date. This is a right under section 50 of the Act.
- However, if the tenant has already paid that month's rent before giving the 10 day notice to vacate, on receiving the tenant's notice the landlord must refund any rent paid for a period that falls after the effective moving date on the tenant's notice.
- The tenant's choice to move earlier will not affect the tenant's right to receive the equivalent of an additional one month compensation under section 51 *above*.

The above terms were agreed to by both parties and are enforceable.

In addition to the above, I order that the tenant is entitled to be reimbursed the \$50.00 cost of the application. I hereby issue a monetary order in favour of the tenant. This order must be served on the landlord and may be enforced through Small Claims Court if unpaid.

I hereby issue and Order of possession in favour of the landlord, terminating the tenancy on consent, effective September 1, 2013 at 1:00 p.m. The order must be served on the tenant and may enforced through an order from B.C. Supreme Court if necessary.

The tenant's security deposit and pet damage deposit must be administered in accordance with section 38 of the Act.

### **Conclusion**

The tenant's application is resolved as the parties have successfully reached a mutual agreement terminating the tenancy on consent and the landlord is granted an Order of Possession. The tenant is awarded a monetary order for reimbursement of the cost of this application.

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 16, 2013

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Residential Tenancy Branch

