



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 for cancellation of a 2 month notice to end tenancy for landlord's use of property / and recovery of the filing fee. Both parties attended and / or were represented 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

Pursuant to a written tenancy agreement, the tenancy began on September 1, 2012. Monthly rent of \$700.00 is due and payable in advance on the first day of each month, and a security deposit of \$350.00 was collected.

Pursuant to section 49 of the Act which speaks to **Landlord's notice: landlord's use of property**, the landlord issued a 2 month notice to end tenancy dated November 5, 2013. A copy of the notice was submitted in evidence. The reason identified on the notice in support of its issuance is as follows:

The landlord has all 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 tenant filed an application to dispute the notice on November 08, 2013.

During the hearing the parties undertook to achieve a resolution of the dispute.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 63 of the Act speaks to the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a resolution, and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the tenant will vacate the unit not later than **Monday, March 31, 2014**, and that an **order of possession** will be issued in favour of the landlord to that effect;
- that **rent** will be paid for the remaining 3 months of tenancy on the following dates:

Thursday, January 2, 2014

Monday, February 3, 2014

Monday, March 3, 2014

- that **utilities** will be paid for the remaining 3 months of tenancy on the following dates:

Monday, January 6, 2014

Wednesday, February 5, 2014

Wednesday, March 5, 2014

- that rent / utilities will be paid by way of a **Bank Draft** on the respective dates, **deposited into the landlord's bank account**;
- that after receiving the original tenancy agreement and the statement(s) of taxes / utilities (water, sewer, garbage) from the landlord, the landlord's agent will copy the documents and mail copies to the tenant;
- that the landlord will share equally the tenant's cost of the \$50.00 filing fee, by permitting the tenant to **withhold \$25.00** from the tenant's regular payment of **rent for January 2014**;
- that should rent and / or utilities not be paid on the above dates in accordance with the agreement, the landlord has the option of serving the tenant with a **10 day notice to end tenancy for unpaid rent or utilities**;

- that the above particulars comprise **full and final settlement** of all issues in dispute which arise from this tenancy and which are currently before me.

As the end of tenancy nears, the attention of the parties is drawn to section 37 of the Act which addresses **Leaving the rental unit at the end of a tenancy**, and section 38 of the Act which addresses **Return of security deposit and pet damage deposit**.

Conclusion

The parties are hereby ordered to comply with the terms of their agreement, as above.

I hereby issue an **order of possession** in favour of the landlord effective not later than **1:00 p.m., Monday, March 31, 2014**. 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.

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: December 23, 2013

Residential Tenancy Branch

