



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNL

Introduction

This hearing dealt with the tenant's application for dispute resolution, seeking to cancel a notice to end tenancy issued by the landlord, for the landlord's use of the property.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issues to be Decided

Has the landlord validly issued the notice to end tenancy and does the landlord have the necessary documentation to support the notice?

Background and Evidence

The tenancy began in September 2009. The rent is \$1,600.00, due on the first of the month. On November 25, 2013, the landlord served the tenant with a two month notice to end tenancy for landlord's use of property with an effective date of January 31, 2014.

The reasons for the notice were discussed at length. During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed to move out on or before 7:00p.m. February 03, 2014.
2. The landlord agreed to allow the tenant to live rent free for the month of January 2014.
3. The landlord agreed to provide the tenant with similar alternative accommodation located in an adjacent building complex.
4. The landlord agreed to enter into a one year lease at the new rental unit with an end date of January 31, 2015. The landlord further agreed that the tenancy would continue as a month to month tenancy at the end of the fixed term.
5. The landlord agreed to allow the tenant to end the fixed term tenancy prior to the end date of the fixed term, without penalty, as long as the tenant provided one month notice to end the tenancy pursuant to s. 45.
6. The landlord agreed to allow the tenant to live rent free in the new rental unit for the months of February and March 2014. The tenant will begin paying rent from April 01, 2014 and on, in the amount of \$1,700.00
7. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

The tenancy at the current rental unit will end pursuant to the above agreement.

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: January 23, 2014

Residential Tenancy Branch

