



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Royal Providence Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

CNL

### Introduction

This hearing was held in response to the tenant's Application for Dispute Resolution in which the tenant has applied to cancel a 2 Month Notice to End Tenancy for Landlord's Use.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

### Issue(s) to be Decided

Should the 2 Month Notice to End Tenancy for Landlord's Use issued on May 27, 2014 be cancelled?

### Background and Evidence

This tenancy commenced 10 years ago. The tenant resides in a multi-unit building.

On May 27, 2014 the landlord issued a 2 month Notice to end tenancy for landlord's use. The Notice indicated that 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 tenant applied to dispute this Notice within the required time-frame.

Evidence supplied by the tenant provided a history of hearings held in the recent past:

- October 16, 2013 – the tenant applied to cancel a 1 month Notice to end tenancy for cause. The Notice was cancelled.

- March 26, 2014 – the tenant applied to cancel a 1 month Notice to end tenancy for cause. The parties reached a mutually settled agreement, with the landlord agreeing to offer the tenant an alternate rental unit in the same building, with no additional rent increase.
- May 30, 2014 – the tenant applied to cancel a 2 month Notice to end tenancy for landlord's use of the property issued on March 31, 2014. The landlord and tenant agreed the Notice would be withdrawn as the landlord did not have the required permits supporting the need for vacant possession. The arbitrator concluded the decision by reminding the parties that they are bound to comply with the terms of the settlement agreement that were agreed upon in the decision made on March 26, 2014.

The landlord stated that when the agent who had attended the March 26, 2014 hearing received the decision he disagreed with the mutually settled agreement decision issued. The landlord did not take any steps to request a correction or clarification.

On May 30, 2014; the landlord's agent attended the hearing; the property manager had had an accident and was unable to attend. As a result of the absence of the property manager, the agent decided to withdraw the Notice. The Notice in dispute today's hearing was issued 7 days later.

The landlord confirmed that since March 26, 2014 no offer of an alternate suite has been made to the tenant. The landlord made submissions related to reasons the tenancy should now end, based on cause. The landlord said that the mutual agreement is now essentially unenforceable, as there are reasons to end the tenancy based on cause. Since there is cause to end the tenancy the landlord believes the mutual agreement cannot be honoured.

The tenant confirmed he has now received another 1 month Notice ending tenancy for cause and that the Notice will be disputed.

In relation to the 2 month Notice issued on May 27, 2014, the landlord said it was issued as they plan on converting the units to condo quality rentals.

### Analysis

After considering the evidence before me I find that the 2 month Notice to end tenancy for landlord's use issued on May 27, 2014 is of no force and effect.

I considered the decision issued on March 26, 2014; which resulted in agreement to offer the tenant an alternate unit. On May 30, 2014 the decision issued reminded the landlord of the requirement to comply with that mutually settled agreement.

The landlord has now issued another Notice ending tenancy in the absence of any attempt to comply with the mutually settled agreement made on March 26, 2014. If the

landlord had disagreed with the decision issued on March 26, 2014, the landlord was at liberty to request correction or clarification. A request was not made, leading me to find the landlord accepted the terms of the mutually settled agreement.

As I explained during the hearing held today; I was not prepared, or able, to alter the mutually settled agreement. The matter related to the unit where the tenant will reside in the future has been previously decided, but the landlord has failed to meet the terms of the agreement made. If the landlord wishes to complete renovations, the landlord's compliance with the mutually settled agreement will negate any need to evict the tenant based on a 2 month Notice ending tenancy for the purpose of repair of the unit.

Therefore; I find that this tenancy will continue until it is ended in accordance with the Act. Further, I Order, pursuant to section 62(3) of the Act, that the parties continue to be bound by the mutually settled agreement reached on May 30, 2014.

### Conclusion

The 2 month Notice for landlord's use issued on May 27, 2014 is of no force. The tenancy will continue until it is ended in accordance with the Act.

The parties are Ordered to comply with the terms of the mutually settled agreement reached on May 30, 2014.

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: June 16, 2014

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Residential Tenancy Branch

