



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RANCHO MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNL OPL FF

Introduction

This hearing dealt with an application by the tenant pursuant to the Residential Tenancy Act (the Act) for orders as follows:

- a) To cancel a notice to end tenancy for landlord's use of the property pursuant to section 49; and
- b) To recover the filing fee for this application.

Service:

The tenant did not attend. The Notice to End Tenancy is dated May 27, 2014 to be effective August 31, 2014 and the tenant confirmed in the documents that it was served personally on them. The landlord gave evidence that they received the Application for Dispute Resolution. I find the documents were legally served for the purposes of this hearing.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that they have all the necessary permits and approvals required by law to either demolish or repair the unit in a way that requires the unit to be vacant? Is the tenant entitled to recover filing fees for this application?

Background and Evidence

The tenant/applicant did not attend the hearing. The landlord attended and was given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced in December 1998, rent is \$950 a month and a security deposit of \$450 was paid in December 1998. The landlord served a Notice to End Tenancy for they intend to demolish the rental unit and have all the necessary permits and approvals to do so.

The landlord provided documentary evidence of the permits. The landlord's representative said they had reached an agreement with the tenant concerning this

matter and that is probably why the tenant did not attend the hearing. He said that the landlord is still providing the many incentives noted in their documents but they have agreed with the tenants that they do not have to vacate until September 30, 2015. He said that they would be content with an Order of Possession for September 30, 2015 as agreed.

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

Analysis:

Pursuant to the terms of the agreement provided by the landlord, I find the landlord entitled to an Order of Possession effective September 30, 2015.

I dismiss the application of the tenant to cancel the Notice to End Tenancy. I find the tenancy is terminated on September 30, 2015 as agreed by the parties and the tenant is to continue to pay rent until that time. The landlord is at liberty to apply for an earlier Order of Possession if the tenant fails to pay rent as agreed.

Conclusion:

The Application of the Tenant to set aside the Notice to End Tenancy is dismissed. No filing fee is awarded. The tenancy is at an end on September 30, 2015 as agreed. An Order of Possession is issued to the landlord effective September 30, 2015.

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: August 05, 2014

Residential Tenancy Branch

