



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR, MNDC

Introduction

This hearing was held in response to the tenant's Application for Dispute Resolution in which the tenant has applied to cancel a Notice ending tenancy for landlord's use and damage or loss under the Act.

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. The tenant made a written submission which the landlord confirmed he received. The landlord did not make a written submission.

The landlord's witnesses were asked to leave the room until such time as they were required. The tenant's witness provided her testimony during the first 3 minutes of the hearing; before the landlord entered the hearing. That witness testified only to service; which was then confirmed by the landlord's affirmed testimony.

Preliminary Matters

The tenant indicated several matters of dispute on his application. I confirmed that the main issue was the Notice to end tenancy. For disputes to be combined on an application they must be related. Not all the claims on this application were sufficiently related to the Notice ending tenancy. Therefore, pursuant to section 59(2)(b) of the Act, I dealt with the tenant's request to cancel the Notice to end tenancy. The balance of the tenant's application is dismissed with leave to reapply.

Issue(s) to be Decided

Should a Notice ending tenancy be cancelled?

Background and Evidence – Mutual Agreement

The tenancy commenced on January 15, 2014; there is a signed tenancy agreement; a copy was not supplied as evidence. The parties confirmed that rent in the sum of \$675.00 is now due on the 8th day of each month.

The tenant disputed a November 1, 2014 hand-written note issued by the landlord that informed the tenant the tenancy would be terminated effective December 1, 2014. The landlord explained that extensive renovations were required and that the property would then be placed for sale.

The landlord said he has issued a 10 day Notice to end tenancy for unpaid rent as the tenant has not paid rent in a number of months. The landlord referenced a single Notice, which was served to the tenant's minor son.

The tenant said that he plans on vacating on February 1, 2015.

The tenant agreed that the landlord should be issued an Order of possession for February 1, 2015 at 5 p.m. The tenant understood that the landlord has not issued a proper Notice ending tenancy for landlord's use and that the landlord has not made an application requesting an Order of possession. However, the tenant said he would vacate and that the Order of possession could be issued, in support of his agreement to vacate.

The landlord did not dispute the tenant's offer to vacate; the landlord wants the tenant to move out. The landlord asked about unpaid rent and was told he could proceed with an application for dispute resolution. The landlord was given the Residential Tenancy Branch toll-free number and encouraged to utilize the web site, to ensure that he is aware of with the requirements of the legislation.

Opportunity to settle dispute

- 63** (1) *The director may assist the parties, or offer the parties an opportunity, to settle their dispute.*
- (2) *If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.*

Therefore, in support of the tenant's agreement to vacate and the landlord's desire to obtain possession of the unit, I Order the tenant to vacate the rental unit no later than February 1, 2015 at 5 p.m. The landlord has been granted an Order of possession that is effective **no earlier than February 1, 2015 at 5 p.m.** The Order may be served on the tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

Conclusion

The tenant has agreed to vacate and that the landlord is entitled to an Order of possession.

The landlord has been issued an Order of possession.

The tenant's monetary claim is severed, with leave to reapply.

This decision and mutual agreement is final and binding and 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 08, 2015

Residential Tenancy Branch

