



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

CNQ

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the Act") for cancellation of the landlord's 2 Month Notice to End Tenancy Because the Tenant Does not Qualify for Subsidized Rental Unit ("the 2 Month Notice") pursuant to section 49.1 of the Act.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony and to make submissions. Both parties testified that, prior to this hearing, the parties discussed the issues between them, engaged in a conversation, and turned their minds to compromise.

### Background and Evidence

This tenancy began November, 2014 with a market rental amount of \$898.00 payable on the first of each month. This rental unit was provided under subsidized housing with an agreement that the tenant's child would reside with her in the unit. The landlord continues to hold a security deposit in the amount of \$490.00 paid on November 6, 2014. The landlord issued the 2 Month Notice on the basis that the child is not currently residing in the unit, as required under the subsidy agreement.

The 2 Month Notice was served to the tenant by registered mail on December 18, 2014. The tenant acknowledged receipt of the 2 Month Notice. Pursuant to section 88 and 90 of the Act, I accept that the 2 Month Notice was deemed served on December 23, 2014, 5 days after its mailing. The tenant served the landlord with a copy of her dispute resolution hearing package by delivering it in person on December 31, 2014. The landlord's representative at the hearing ("the landlord") acknowledged receipt of the package. Pursuant to section 89 of the Act, the landlord was duly served the tenant's dispute resolution hearing package.

Both parties testified that the dispute with respect to this tenancy was based on the issue of occupants (the tenant, the tenant's child and occasionally another occupant) residing in the rental unit.

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to 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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

#### **The Parties mutually agree as follows:**

1. A new, amended tenancy agreement will be signed by both the tenant and landlord on or before March 1, 2015.
2. This new tenancy agreement will
  - (a) Continue for a fixed term of 5 months beginning March 1, 2015.
  - (b) Continue as a renewed fixed term on March 1, 2015.
  - (c) Be amended as a fixed term with the child listed as an occupant on return of the child to residence in the rental unit.
3. The landlord withdrew the existing 2 Month Notice.
4. The tenant will remain in the current rental unit.
5. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

### Conclusion

To give effect to the settlement reached between these parties, I order that the landlord and tenant sign a new 5 month fixed term tenancy agreement to continue the tenant's residence in the rental unit on or before March 1, 2015.

The landlord's 2 Month Notice is cancelled and of no force or effect. This tenancy continues until ended in accordance with the *Act*.

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 27, 2015

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Residential Tenancy Branch

