



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This was the hearing of an application by the tenant to cancel a 10 day Notice to End Tenancy for unpaid rent. The hearing was conducted by conference call. The tenant and the landlord's agent called in and participated in the hearing. The landlord's agent is acting on behalf of the owner, now deceased and on behalf of the estate. The owner died in November, 2014.

Issue(s) to be Decided

Should the Notice to End Tenancy dated February 1, 2015 be cancelled?

Background and Evidence

The rental unit is a main floor apartment in a three storey triplex apartment building in Vancouver. The tenancy began in 1998. The rental unit is the only occupied unit in the rental property. The other units are vacant. The apartment building has deteriorated and fallen into disrepair to the extent that it is no longer suitable for habitation and will likely be torn down. The tenant acknowledged that she has not paid rent for January or February. She is looking for other accommodation and is in the process of packing and readying herself to move. She said at the hearing that she expects to be able to move within a couple of weeks. The tenant confirmed at the hearing that she will certainly be moved out of the rental unit by the end of March and she consented to the issuance of an order for possession effective March 31, 2015.

The landlord's agent testified that he was prepared to allow the tenant until March 31, 2015 to vacate provided that he received an order for possession effective the end of March. The landlord requested an order permitting him to retain the tenant's security deposit.

Analysis

The tenant and the landlord's agent both agreed that the rental unit is no longer suitable for habitation and the tenant must move. Pursuant to the agreement of the parties I grant the landlord an order for possession effective March 31, 2015, after service on the tenant. This order may be registered in the Supreme Court and enforced as an order of that court.

The landlord's agent requested an order permitting the retention of the tenant's security deposit. The matter of entitlement to the security deposit is not before me and it should be dealt with in accordance with the provisions of the *Residential Tenancy Act* when the tenancy has ended. I encourage the parties to discuss the disposition of the security deposit and accrued interest to see if they can reach an agreement without resorting to a further hearing.

Conclusion

Pursuant to the agreement of the parties the tenancy will end no later than March 31, 2015 and the landlord has been granted an order for possession effective that date.

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: March 03, 2015

Residential Tenancy Branch

